

BEFORE THE  
POSTAL REGULATORY COMMISSION  
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES  
GLOBAL PLUS 4 CONTRACTS  
NEGOTIATED SERVICE AGREEMENTS

Docket Nos.  
MC2018-150  
CP2018-216

COMPETITIVE PRODUCT PRICES  
GLOBAL PLUS 4 CONTRACTS (MC2018-150)  
NEGOTIATED SERVICES AGREEMENT

**REQUEST OF THE UNITED STATES POSTAL SERVICE TO ADD GLOBAL PLUS 4  
TO THE COMPETITIVE PRODUCT LIST AND NOTICE OF FILING A  
GLOBAL PLUS 4 CONTRACT NEGOTIATED SERVICE AGREEMENT AND  
APPLICATION FOR NON-PUBLIC TREATMENT OF  
MATERIALS FILED UNDER SEAL  
(May 10 2018)**

In accordance with 39 U.S.C. § 3642 and 39 C.F.R. § 3020.30 et seq., the United States Postal Service (Postal Service) hereby requests that Global Plus 4 contracts be added to the competitive product list within the Mail Classification Schedule (MCS). Pursuant to 39 U.S.C. § 3632(b)(3) and 39 C.F.R. § 3015.5, the Postal Service also gives notice that it has entered into a Global Plus 4 contract with a customer.

Prices and classifications not of general applicability for Global Plus 1 Contracts were established by the Decision of the Governors of the United States Postal Service on the Establishment of Prices and Classifications for Global Plus Contracts, issued on May 28, 2008 (Governors' Decision No. 08-8).<sup>1</sup> Subsequently, the Postal Regulatory

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<sup>1</sup> A redacted copy of this decision was filed as an attachment to the United States Postal Service Notice of Filing Redacted Copy of Governors' Decision No. 08-8, Docket Nos. CP2008-8, CP2008-9, and CP2008-10, June 16, 2008. An unredacted copy of the decision, as well as a record of proceedings, was filed under seal with the Notice of United States Postal Service of Governors' Decision Establishing Prices and Classifications for Global Plus Contracts, Docket No. CP2008-8, June 2, 2008.

Commission (Commission) included the Global Plus 1 contracts filed in Docket Nos. CP2008-9 and CP2008-10,<sup>2</sup> as well as the Global Plus 1 contracts filed in Docket Nos. CP2009-46 and CP2009-47,<sup>3</sup> within the Global Plus 1 product on the competitive products list. Then, the Commission added Global Plus 1A contracts,<sup>4</sup> Global Plus 1B contracts,<sup>5</sup> Global Plus 1C contracts,<sup>6</sup> Global Plus 1D contracts,<sup>7</sup> as well as Global Plus 1E contracts<sup>8</sup> to the competitive product list.

Similarly, prices and classifications not of general applicability for Global Plus 2 Contracts were established by the Decision of the Governors of the United States Postal Service on the Establishment of Prices and Classifications for Global Direct, Global Bulk Economy, and Global Plus Contracts, issued on July 16, 2008 (Governors' Decision No. 08-10).<sup>9</sup> Subsequently, the Commission included the Global Plus 2 contracts filed in Docket Nos. CP2008-16 and CP2008-17,<sup>10</sup> as well as the Global Plus

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<sup>2</sup> PRC Order No. 85 Order Concerning Global Plus Negotiated Service Agreements, Docket No. CP2008-8, CP2008-9, and CP2009-10, June 27, 2008, at 8, 11.

<sup>3</sup> PRC Order No. 265, Order concerning Filing a Functionally Equivalent Global Plus 1 Contract Negotiated Service Agreement, Docket No. CP2009-46, July 31, 2009, at 7; PRC Order No. 266, Order concerning Filing a Functionally Equivalent Global Plus 1 Contract Negotiated Service Agreement, Docket No. CP2009-47, July 31, 2009, at 7.

<sup>4</sup> PRC Order No. 504, Order Approving Functionally Equivalent Global Plus 1A Contracts Negotiated Service Agreement, Docket Nos. MC2010-26, CP2010-67 and CP2010-68, July 30, 2010, at 8.

<sup>5</sup> PRC Order No. 622, Order Adding Global Plus 1B to the Competitive Product List and Approving Functionally Equivalent Global Plus 1B Contracts, Docket Nos. MC2011-7, CP2011-39, and CP2011-40, December 23, 2010, at 8.

<sup>6</sup> PRC Order No. 1151, Order Adding Global Plus 1C to the Competitive Product List and Approving Related Global Plus 1C Agreements, Docket Nos. MC 2012-6, CP2012-12 and CP2012-13, January 19, 2012, at 8.

<sup>7</sup> PRC Order No. 3395, Order Adding Global Plus 1D to the Competitive Product List and Approval of Designation as Baseline Agreement, Docket No. CP2016-193, June 29, 2016, at 7.

<sup>8</sup> PRC Order No. 4194, Order Adding Global Plus 1E to the Competitive Product List and Designating Baseline Agreement, PRC Docket Nos. MC2018-7 and CP2018-12, October 31, 2017, at 7.

<sup>9</sup> A redacted copy of Governors' Decision No. 08-10 was filed as an attachment to Request of the United States Postal Service to Add Global Plus 2 Negotiated Service Agreements to the Competitive Product List, and Notice of Filing (Under Seal) the Enabling Governors' Decision and Two Functionally Equivalent Agreements, Docket Nos. MC2008-7, CP2008-16, and CP2008-17, August 8, 2008. An unredacted copy of the decision, as well as a record of proceedings, were filed under seal that same date.

<sup>10</sup> PRC Order No. 112, Notice concerning Global Plus 2 Negotiated Service Agreements, Docket Nos. MC2008-7, CP2008-16, and CP2008-17, October 3, 2008, at 8-9.

2 contracts filed in Docket Nos. CP2009-48 and CP2009-49,<sup>11</sup> within the Global Plus 2 product on the competitive products list. Then, the Commission added Global Plus 2A contracts,<sup>12</sup> Global Plus 2B contracts,<sup>13</sup> as well as Global Plus 2C contracts<sup>14</sup> to the competitive products list.

In addition, prices and classifications not of general applicability for Global Plus 3 Contracts were established by the Decision of the Governors of the United States Postal Service on the Establishment of Prices and Classifications for Domestic Competitive Agreements, Outbound International Competitive Agreements, Inbound International Competitive Agreements, and Other Non-Published Competitive Rates, issued on March 22, 2011 (Governors' Decision No. 11-6). The Commission included the Global Plus 3 contract filed in Docket No. CP2016-196 within the Global Plus 3 product on the competitive products list,<sup>15</sup> and subsequently added additional functionally equivalent Global Plus 3 contracts to the Global Plus 3 contract product.

The Postal Service seeks to add the Global Plus 4 product grouping to the competitive products list with the new baseline agreement filed herein.<sup>16</sup> In support of this Request and Notice, the Postal Service is filing the following attachments:

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<sup>11</sup> PRC Order No. 267, Order concerning Filing of a Functionally Equivalent Global Plus 2 Contract Negotiated Service Agreement, Docket No. CP2009-48, July 31, 2009, at 6-7; PRC Order No. 268, Order concerning Filing of a Functionally Equivalent Global Plus 2 Contract Negotiated Service Agreement, Docket No. CP2009-49, July 31, 2009, at 6-7.

<sup>12</sup> PRC Order No. 505, Order Approving Functionally Equivalent Global Plus 2A Contracts Negotiated Service Agreements, Docket Nos. MC2010-27, CP2010-69, and CP2010-70, July 30, 2010, at 9.

<sup>13</sup> PRC Order No. 623, Order Adding Global Plus 2B to the Competitive Product List and Approving Functionally Equivalent Global Plus 2B Contracts, Docket Nos. MC2011-8, CP2011-41, and CP2011-42, December 23, 2010, at 8.

<sup>14</sup> PRC Order No. 1135, Order Adding Global Plus 2C to the Competitive Product List and Approving Functionally Equivalent Global Plus 2C Agreements, Docket Nos. MC2012-5, CP2012-10, and CP2012-11, January 13, 2012, at 7.

<sup>15</sup> PRC Order No. 3378, Order Adding Global Plus 3 to the Competitive Product List and Approval of Designation as Baseline Agreement, Docket Nos. MC2016-152 and CP2016-196, June 21, 2016, at 8.

<sup>16</sup> See PRC Order No. 290, Order Granting Clarification and Adding Global Expedited Package Services 2 to the Competitive Product List, Docket No. CP2009-50, August 28, 2009. In PRC Order No. 290, at 3,

- Attachment 1, a Statement of Supporting Justification of Donald W. Ross, Director, International Sales, which is filed pursuant to 39 C.F.R. § 3020.32;
- Attachment 2, a redacted version of Governors' Decision No. 11-6, which authorizes management to prepare any necessary product description of nonpublished competitive services, including text for inclusion in the MCS, and to present such matter for review by the Commission;<sup>17</sup>
- Attachment 3 - proposed revisions to MCS 2510.6 Global Plus Contracts to accommodate Global Plus 4 contracts;<sup>18</sup>
- Attachment 4 – a redacted version of the Global Plus 4 contract that is the subject of Docket No. CP2018-216;
- Attachment 5 - a redacted version of the certified statement concerning the Global Plus 4 contract that is the subject of Docket No. CP2018-216, which is required by 39 C.F.R. § 3015.5(c)(2); and
- Attachment 6 – an application for non-public treatment of materials filed under seal.

Redacted versions of the supporting financial documentation for the Global Plus 4 contract that is the subject of Docket No. CP2018-216 are included with this filing in separate Excel files.

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the Commission identified requirements for the establishment of new baseline instruments, including that "[f]uture requests to implement a new baseline agreement should be filed as an MC docket since it will result in adding a new product to the product list."

<sup>17</sup> Decision of the Governors of the United States Postal Service on the Establishment of Prices and Classifications for Domestic Competitive Agreements, Outbound International Competitive Agreements, Inbound International Competitive Agreements, and Other Non-Published Competitive Rates (Governors' Decision No. 11-6), March 22, 2011.

<sup>18</sup> Attachment 3 includes revisions to Section 2510.6 of the MCS, which concern Global Plus Contracts, that currently appears in PRC, (Draft) Mail Classification Schedule, posted January 21, 2018 (with revisions through April 1, 2018), available at <http://www.prc.gov/mail-classification-schedule>.

Governors' Decision No. 11-6, the Global Plus 4 contract that is the subject of Docket No. CP2018-216, the certified statement concerning the Global Plus 4 contract that is the subject of Docket No. CP2018-216, along with the supporting financial documentation, which establish compliance with 39 U.S.C. § 3632-3633 and 39 C.F.R. § 3015.5 and 3015.7, are being filed separately under seal with the Commission.

***I. Identification of Existing Global Plus 4 Contracts***

One Global Plus 4 contract is submitted with this filing. That contract's terms fit within the revised MCS language for Global Plus Contracts, which includes the Global Plus 4 contract product, that is set forth in Attachment 3 of this filing. Global Plus 4 Contracts are contracts whereby the Postal Service provides prices for some combination of International Priority Airmail service (IPA), International Surface Air Lift service (ISAL), Priority Mail Express International service (PMEI), Priority Mail International service (PMI), First Class Package International Service (FCPIS), and Commercial ePacket service (CeP) when the contractholder acts as a "Mailer," and additional prices for PMEI, PMI, and FCPIS service when the contractholder acts as a "Reseller." In addition, Global Plus 4 contracts, when the contractholder acts as a "Mailer" include a system through which customs duties are paid by the mailer, in lieu of a certain destination country postal operator collecting such duties and taxes from the recipient.

The contract that is the subject of this filing is intended to replace the agreements that the Commission found to be eligible for inclusion in the Global Plus 3 product in Docket No. CP2018-89 and for inclusion in the Global Expedited Package Services (GEPS) 8 product in Docket CP2018-88. The contract is on behalf of the same

customer as in Docket Nos. CP2018-89 and CP2018-88. The Postal Service will establish the effective date of the contract that is the subject of this filing, once the Commission completes its review. In accordance with Article 20, the agreement shall remain in effect until August 31, 2018.

The Postal Service respectfully requests that the instant contract be considered as the new “baseline” contract for future functional equivalency analyses concerning the Global Plus 4 product.<sup>19</sup> As such, in keeping with the Commission’s classification approach in Order No. 622, the renewed contract would presumably be listed as Global Plus 4 on the competitive product list.

The Global Plus 4 product is distinct from previous Global Plus products because it includes discounts for FCPIs when the contractholder acts as a “Mailer” and as a “Reseller”; and when the contractholder acts as a “Mailer” includes a system through which customs duties are paid by the mailer, in lieu of a certain destination country postal operator collecting such duties and taxes from the recipient. These changes are set forth in the proposed revisions to MCS 2510.6 Global Plus Contracts to accommodate Global Plus 4 contracts that is included in this filing as Attachment 3. These changes are reflected in the financial models that are included in this filing. These changes to the Global Plus 1 product are authorized by Governors’ Decision No. 11-6, which states that with respect to Outbound International Competitive Agreements, such as Global Plus agreements, “management is hereby authorized to prepare any necessary product description, including text for inclusion in the Mail Classification

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<sup>19</sup> See PRC Order No. 85, at 8 (applying standards for the filing of functionally equivalent contracts); Order No. 622, at 7.

Schedule, and to present such product descriptions to the Postal Regulatory Commission.”<sup>20</sup>

## ***II. Filing under Part 3020, Subpart B of the Rules of Practice and Procedure***

Pursuant to 39 C.F.R. § 3020.30, in support of the Postal Service’s proposed addition of a product not of general applicability to the competitive product list appearing in the MCS, the Postal Service is providing a copy of Governors’ Decision No. 11-6. In addition, the Postal Service is including with this filing a copy of the applicable sections of the MCS for Global Plus 4, which the Postal Service is proposing to revise as set forth in Attachment 3, as authorized by Governors’ Decision No. 11-6.

In addition, in accordance with 39 C.F.R. § 3020.30, the Postal Service is providing a Statement of Supporting Justification of Donald W. Ross, Director, International Sales, as Attachment 1. This Statement is a revision of the Statement of Supporting Justification by the same individual, which was included in the Postal Service’s request to add the Global Plus 1 product as a competitive product within the MCS, in Docket Nos. CP2008-8, CP2008-9, and CP2008-10.<sup>21</sup> Mr. Ross’ statement provides support for the addition of Global Plus 4 to the competitive products list.

Under 39 U.S.C. § 3642(b), the only criteria for such review are whether the product qualifies as market dominant, whether the product is excluded from the postal monopoly, and whether the proposed classification reflects certain market considerations. Each of these criteria has previously been addressed in relation to

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<sup>20</sup> In addition, Governors’ Decision No. 11-6 states that “Outbound International Competitive Agreements consist of negotiated service agreements with Postal Service customers for outbound international services that are categorized as competitive in accordance with 39 U.S.C. § 3642(b)(1)-(2).” Governors’ Decision No. 11-6, at 1-2.

<sup>21</sup> United States Postal Service Response to Order No. 81 and Notice of Filing Information Responsive to Part 3020 of the Commission’s Rules of Practice and Procedure, Docket Nos. CP2008-8, CP2008-9, and CP2008-10, June 13, 2008, Attachment A.

Global Plus contracts.<sup>22</sup> In Order No. 43, the Commission assigned all negotiated service agreements (NSAs) concerning outbound international mail to the competitive category.<sup>23</sup> All Global Plus 4 contracts, regardless of whether they may be classified as a single product or individually, are NSAs concerning outbound international mail.

First, as for 39 U.S.C. § 3642(b)(1), the product does not qualify as market dominant. The Postal Service does not exercise sufficient market power so that it can effectively set the price of Global Plus 4 “substantially above costs, raise prices significantly, decrease quality, or decrease output without risk of losing a significant level of business to other firms offering similar products.”<sup>24</sup> Therefore, the Postal Service is proposing that the Global Plus 4 Contracts product be added to the competitive products list. Subsequently, other functionally equivalent contracts would be added to the list as price categories under the Global Plus 4 Contracts listing.

Second, as for 39 U.S.C. § 3642(b)(2) and whether the product is excluded because it is subject to postal monopoly, the Qualifying Mail in Global Plus 4 contracts are intended for the conveyance of merchandise, which falls outside the scope of the Private Express Statutes. Furthermore, any “letters” as defined by 39 C.F.R. § 310.1(a) that are inserted in such items would likely fall within the suspensions or exceptions to the Private Express Statutes. For instance, the rates at issue in the contract that is the subject of Docket No. CP2018-216 exceed the scope of the reserved area in 39 U.S.C.

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<sup>22</sup> See Request of the United States to Add Global Plus 1B to the Competitive Products List and Notice of Filing Two Functionally Equivalent Global Plus 1B Contracts Negotiated Service Agreements, Docket Nos. MC2011-7, CP2011-39 and CP2011-40, December 9, 2010, at 6-7; Notice of the United States Postal Service of Filing Two Functionally Equivalent Global Plus 1A Contracts Negotiated Service Agreements, PRC Docket Nos. MC2010-26, CP2010-67, and CP2010-68, July 13, 2010, at 8.

<sup>23</sup> PRC Order No. 43, Order Establishing Ratemaking Regulations for Market Dominant and Competitive Products, Docket No. RM2007-1, App. A, at 9, 11.

<sup>24</sup> 39 U.S.C. 3642(b)(1).



§ 601. Moreover, the suspension for outbound international letters covers the mailing activity in question here.<sup>25</sup>

Therefore, there is no further need to ponder whether Global Plus 4 contracts, as defined by the proposed MCS language, are market dominant or covered within the postal monopoly. The additional considerations listed in 39 U.S.C. § 3642(b)(3) are addressed by Mr. Ross' Statement of Supporting Justification, included as Attachment 1 to this filing. Because all of section 3642's criteria for classification have been met, the Postal Service respectfully urges the Commission to act promptly by adding the Global Plus Contracts 4 product to the competitive products list as requested.

### ***III. Application for Non-Public Treatment***

The Postal Service maintains that certain portions of Governors' Decision 11-6, the Global Plus 4 contract that is the subject of CP2018-216, the certified statement concerning the Global Plus 4 contract that is the subject of CP2018-216, and related financial information should remain confidential. In accordance with 37 C.F.R. § 3007.21 the Postal Services files, as Attachment 6 to this request and notice, the Postal Service's application for non-public treatment of materials filed under seal. A full discussion of the requested elements of the application appears in Attachment 6.

### ***IV. Conclusion***

For the reasons discussed above, and on the basis of the financial data filed under seal, the Postal Service has established that this new Global Plus 4 contract is in compliance with the requirements of 39 U.S.C. § 3633 and fits within the proposed revised Mail Classification Schedule (MCS) language for Global Plus Contracts, as authorized by Governors' Decision No. 11-6. Accordingly, the Postal Service requests

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<sup>25</sup> See 39 C.F.R. § 320.8.

that Global Plus 4 be added to the competitive product list, that the contract included in this filing be included within the Global Plus 4 product, and that the contract included in this filing be considered the baseline agreement for future functional equivalency analyses for the Global Plus 4 product.

As required by 39 U.S.C. § 3642(d)(1), a notice concerning this Request is being sent for publication in the Federal Register.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorneys:

Anthony F. Alverno  
Chief Counsel  
Global Business and Service Development  
Corporate and Postal Business Law Section

Christopher C. Meyerson  
Kyle R. Coppin  
Attorneys

475 L'Enfant Plaza, S.W.  
Washington, D.C. 20260-1137  
(202) 268-2368; Fax -5628  
[Kyle.R.Coppin@usps.gov](mailto:Kyle.R.Coppin@usps.gov)  
May 10, 2018

## Statement of Supporting Justification

I, Donald W. Ross, Director, International Sales, am sponsoring this request that the Commission add the Global Plus 4 contract filed in Docket Nos. MC2018-150 and CP2018-216 to the competitive products list for prices not of general applicability. The proposed revised Mail Classification Schedule (MCS) language for Global Plus describes the requirements for this type of contract. This statement supports the Postal Service's Request by providing the information required by each applicable subsection of 39 C.F.R. § 3020.32. I attest to the accuracy of the information contained herein.

- (a) *Demonstrate why the change is in accordance with the policies and applicable criteria of the Act.*

As demonstrated below, the change complies with the applicable statutory provisions.

- (b) *Explain why, as to market dominant products, the change is not inconsistent with each requirement of 39 U.S.C. § 3622(d), and that it advances the objectives of 39 U.S.C. § 3622(b), taking into account the factors of 39 U.S.C. § 3622(c).*

Not applicable. The Postal Service is proposing that the Global Plus 4 contract be added to the competitive products list. Other functionally equivalent contracts would be added to the list as price categories under the Global Plus 4 Contracts listing.

- (c) *Explain why, as to competitive products, the addition, deletion, or transfer will not result in the violation of any of the standards of 39 U.S.C. § 3633.*

Adding this Global Plus 4 contract to the competitive product list will improve the Postal Service's competitive posture, while enabling the Commission to verify that the contract covers its attributable costs and makes a positive contribution to coverage of institutional costs. This contract, along with each contract that is functionally equivalent to these contracts, will increase contribution toward the requisite 5.5 percent of the Postal Service's total institutional costs paid for by competitive products. Accordingly, no issue of subsidization of competitive products by market dominant products arises.

- (d) *Verify that the change does not classify as competitive a product over which the Postal Service exercises sufficient market power that it can, without risk of losing a significant level of business to other firms offering similar products: (1) set the price of such product substantially above costs; (2) raise prices significantly; (3) decrease quality; or (4) decrease output.*

When negotiating Global Plus 4 contracts, the Postal Service's bargaining position is constrained by the existence of other shippers who can provide services similar to the Postal Service's. As such, the market precludes the Postal Service from taking unilateral action to increase prices or decrease service.

Global Plus 4 contracts concern volume-based incentives for the tendering of large volumes of International Priority Airmail (IPA), International Surface Air Lift (ISAL), First Class Package International Service (FCPIS), Priority Mail Express Mail International (PMEI), Priority Mail International (PMI), all of which have been classified as competitive by virtue of their exclusion from the letter monopoly, as well as the significant level of competition in their respective markets.

Furthermore, Commercial ePacket (CeP) service is a delivery confirmation

service that is only available for IPA items to certain destinations. Because IPA has been classified as competitive and CeP is only available with IPA items, CeP was classified and appears in the current MCS language for Global Plus as an optional feature to IPA. Global Plus 4 agreements will also include the option of prepaying customs, duties, and taxes to certain destinations for PMI, PMEI, and CeP, similar to the services offered by Global Expedited Package Services 8 (GEPS 8) negotiated service agreements.

As with each of the respective underlying products in general, the Postal Service may not decrease quality or output without risking the loss of business to large competitors that offer international express and package delivery services. The relevant market also does not allow the Postal Service to raise prices or offer prices substantially above costs; rather, the contracts are premised on prices that provide sufficient incentive for customers to ship specified volumes with the Postal Service rather than a competitor. If the Postal Service were to raise these prices, it risks losing these customers to a private competitor in the international shipping industry.

- (e) *Explain whether or not each product that is the subject of the request is covered by the postal monopoly as reserved to the Postal Service under 18 U.S.C. § 1696, subject to the exceptions set forth in 39 U.S.C. § 601.*

Because IPA, ISAL, PMEI, PMI, FCPIS, and CeP (the underlying products included in Global Plus 4 contracts) fall outside the prohibition on private carriage of letters over post routes by virtue of the exceptions to the Private Express Statutes, Global Plus 4 Contracts are not subject to that prohibition. See part (d) above.

- (f) *Provide a description of the availability and nature of enterprises in the private sector engaged in the delivery of the product.*

See part (d) above. Private consolidators and freight forwarders also may offer international shipping arrangements whereby they provide express and package delivery services under similar conditions.

- (g) *Provide any available information on the views of those who use the product on the appropriateness of the proposed modification.*

The customers for Global Plus 4 Contracts are Postal Qualified Wholesalers (PQWs) and other large businesses that offer mailing services to end users for shipping articles via IPA, ISAL, PMEI, PMI, FCPIS, and/or CeP. Many of these customers have previously entered into Global Plus Contracts, Global Reseller contracts, or other international negotiated service agreements with the Postal Service that covered a number of different services. The customers find such arrangements sufficiently attractive to explore the possibility of entering into a Global Plus 4 contract with the Postal Service. This indicates that the relevant segment of postal customers in general, as well as their end users, find this type of product to be preferable to similar products offered by the Postal Service's competitors. Customers are aware that competitive services are provided by other entities. However, no specific data are available to the Postal Service on Global Plus Contract 4 customer views regarding the regulatory classification of these contracts.

- (h) *Provide a description of the likely impact of the proposed modification on small business concerns.*

The market for international delivery services comparable to IPA, ISAL, PMEI, PMI, FCPIS, and CeP is highly competitive. Therefore, addition of Global Plus 4 Contracts will likely have little, if any, impact upon small business concerns. Large shipping companies, consolidators, freight forwarders and foreign posts operating in the United States serve this market, particularly with respect to the type of customers represented by these Global Plus 4 contracts; the Postal Service is unaware of any small business concerns that could offer comparable service for these volumes.

In addition, these Global Plus 4 Contracts will be part of the contractholders' service offerings to their own end users, which include small businesses. By offering the prices in these Global Plus 4 Contracts, the Postal Service is giving small businesses an additional option for shipping articles internationally, beyond the services offered by private competitors. Thus, the net impact on small businesses is positive, because of the absence of negative impact on small business competitors, and because of the positive impact on the small businesses who will use the services that the Global Plus 4 customers can offer them under these contracts.

- (i) *Include such other information, data, and such statements of reasons and bases, as are necessary and appropriate to fully inform the Commission of the nature, scope, significance, and impact of the proposed modification.*

The customer eligibility criteria included in the proposed MCS language for Global Plus Contracts are consistent with those in the Global Plus product

classification in the most recent version of the MCS that appears on the  
Commission's website.<sup>1</sup>

<sup>1</sup> See PRC, Mail Classification Schedule, posted January 21, 2018 (with revisions through April 1, 2018), section 2510.6 Global Plus Contracts, available at <http://www.prc.gov/mail-classification-schedule>.



**RESTRICTED AND SENSITIVE BUSINESS INFORMATION - DO NOT DISCLOSE**

**DECISION OF THE GOVERNORS OF THE UNITED STATES POSTAL SERVICE ON THE ESTABLISHMENT OF PRICES AND CLASSIFICATIONS FOR DOMESTIC COMPETITIVE AGREEMENTS, OUTBOUND INTERNATIONAL COMPETITIVE AGREEMENTS, INBOUND INTERNATIONAL COMPETITIVE AGREEMENTS, AND OTHER NON-PUBLISHED COMPETITIVE RATES (GOVERNORS' DECISION NO. 11-6)**

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March 22, 2011

**STATEMENT OF EXPLANATION AND JUSTIFICATION**

Pursuant to our authority under section 3632 of title 39, as amended by the Postal Accountability and Enhancement Act of 2006 ("PAEA"), we establish new prices not of general applicability for certain of the Postal Service's competitive service offerings, and such changes in classification as are necessary to implement the new prices.

This decision establishes prices for Domestic Competitive Agreements, Outbound International Competitive Agreements, Inbound International Competitive Agreements, and Other Non-Published Competitive Rates. Domestic Competitive Agreements consist of negotiated service agreements with Postal Service customers for domestic services that are categorized as competitive in accordance with 39 U.S.C. § 3642(b)(1)-(2). Outbound International Competitive Agreements consist of negotiated service agreements with Postal Service customers for outbound international services that are categorized as competitive in accordance with 39 U.S.C. § 3642(b)(1)-(2). Inbound International Competitive Agreements consist of negotiated service agreements with foreign postal operators or other entities for inbound international services that are categorized as competitive in accordance with 39 U.S.C. § 3642(b)(1)-(2). Other Non-Published Competitive Rates consist of rates not of general applicability that are not embodied in contractual instruments, but nonetheless arise from other sources, such as the Universal Postal Convention.

**RESTRICTED AND SENSITIVE BUSINESS INFORMATION - DO NOT DISCLOSE**

**Governors' Decision No. 11-6**

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With respect to any product within the above categories, management is hereby authorized to prepare any necessary product description, including text for inclusion in the Mail Classification Schedule, and to present such product description to the Postal Regulatory Commission.

The Postal Accountability and Enhancement Act (PAEA) requires that prices for competitive products must cover each product's attributable costs, not result in subsidization by market dominant products, and enable all competitive products to contribute an appropriate share to the Postal Service's institutional costs. For agreements subject to this Decision, there are hereby established all prices that will cover [REDACTED] [REDACTED] costs for the relevant product and that conform in all other respects to 39 U.S.C. §§ 3632-3633 and 39 C.F.R. §§ 3015.5 and 3015.7. As discussed in the accompanying management analysis, the Chief Financial Officer (or his delegee(s)) shall certify that all cost inputs have been correctly identified for prices subject to this Decision and that all prices subject to this Decision conform to this Decision and to the requirements of the PAEA.

No agreement, grouping of functionally equivalent agreements, or other classification authorized pursuant to this Decision may go into effect unless it is submitted to the Postal Regulatory Commission with a notice that complies with 39 U.S.C. § 3632(b)(3). On a quarterly basis, management shall furnish the Governors with a report on all non-published rate and classification initiatives. Not less than once each year, the Governors shall review the basis for this Decision and make such further determination as they may deem necessary. This Decision does not affect postal management's obligation to furnish to the Board of Governors information regarding any significant, new program, policy, major modification, or initiative, or any other matter under 39 C.F.R. § 3.7(d), including where such a matter also falls within the scope of this Decision.

**RESTRICTED AND SENSITIVE BUSINESS INFORMATION - DO NOT DISCLOSE**

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This Decision does not supersede or otherwise modify Governors' Decision Nos. 08-5, 08-6, 08-7, 08-8, 08-10, 08-20, 08-24, 09-5, 09-6, 09-7, 09-14, 09-15, 09-16, 10-1, 10-2, 10-3, 10-6, and 10-7, nor does it affect the validity of prices and classifications established under those Decisions. Management may also continue to present to the Postal Regulatory Commission for its review, as appropriate, rate and classification changes to succeed the minimum and maximum non-published rates in Decision Nos. 10-2 and 10-6.

**ORDER**

In accordance with the foregoing Decision of the Governors, the prices set forth herein for Domestic Competitive Agreements, Outbound International Competitive Agreements, Inbound International Competitive Agreements, and Other Non-Published Competitive Rates and the changes in classification necessary to implement those prices, are hereby approved and ordered into effect. An agreement is authorized under this Decision only if the prices fall within this Decision and the certification process specified herein is followed. Prices and classification changes established pursuant to this Decision will take effect after filing with and completion of review by the Postal Regulatory Commission.

By The Governors:



Louis J. Giuliano  
Chairman

RESTRICTED AND SENSITIVE BUSINESS INFORMATION - DO NOT DISCLOSE

## Attachment A

### **Management Analysis of Domestic Competitive Agreements, Outbound International Competitive Agreements, Inbound International Competitive Agreements, and Other Non-Published Competitive Rates**

This analysis concerns the inbound competitive prices and classifications in the Domestic Competitive Agreements, Outbound International Competitive Agreements, Inbound International Competitive Agreements, and Other Non-Published Competitive Rates (collectively, "competitive instruments"). Competitive instruments are often negotiated with customers and foreign postal operators for better cost coverage, higher overall contribution, and improved service with respect to postal services classified as competitive. They may also arise from other sources, such as the Universal Postal Convention.

The cost coverage for each competitive agreement or grouping of functionally equivalent instruments (collectively, each "product") will be [REDACTED]

[REDACTED]

The cost coverage for a product equals [REDACTED]

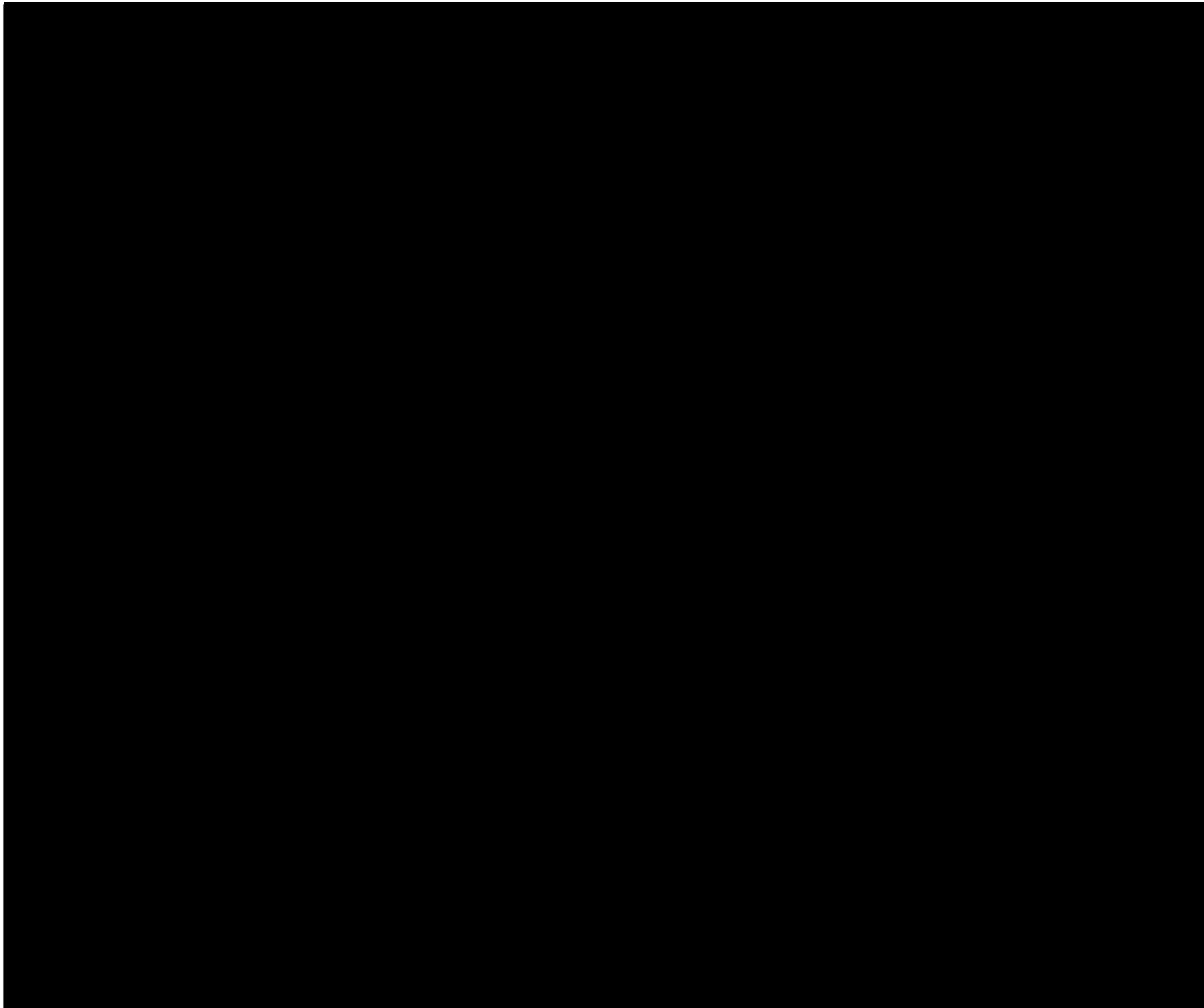
[REDACTED]

[REDACTED]

Each competitive instrument may have multiple price categories and negotiated components. Examples of such categories or components would be Priority Mail, Express Mail, Parcel Return Service, Priority Mail International, Express Mail International, International Priority Airmail, International Surface Air Lift, Inbound Air Parcel Post, Inbound Surface Parcel Post, Inbound Direct Entry, and Inbound International Expedited Services. These or other categories may include other services that the relevant customer or foreign postal operator offers to its customers under differing terms, but that nevertheless are processed and delivered in the same manner within the United States Postal Service's network. Such instruments may also establish negotiated rates for services ancillary to such items and for customized competitive services developed for application solely in the context of the agreement.

[REDACTED]

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Prices established by these formulas should not interfere with competitive products' ability as a whole to comply with 39 U.S.C. § 3633(a)(3), which, as implemented by (39 C.F.R. § 3015.7(c)) requires competitive products to contribute a minimum of 5.5 percent to the Postal Service's total institutional costs. Accordingly, no issue of subsidization of competitive products by market dominant products should arise (39 U.S.C. § 3633(a)(1)).

**CERTIFICATION OF GOVERNORS' VOTE  
IN THE  
GOVERNORS' DECISION NO. 11-6**

I hereby certify that the Governors voted on adopting Governors' Decision No. 11-6, and that, consistent with 39 USC 3632(a), a majority of the Governors then holding office concurred in the Decision.

  
\_\_\_\_\_  
Julie S. Moore  
Secretary of the Board of Governors

Date: 3/22/2011

## 2510.6 Global Plus Contracts

### 2510.6.1 Description

- a. Global Plus Contracts provide prices for any combination of the following: International Priority Airmail (IPA), International Surface Air Lift (ISAL), Global Bulk Economy (GBE), Global Express Guaranteed (GXG), Priority Mail Express International (PMEI), Priority Mail International (PMI), Outbound Single-Piece First Class Package International Service (FCPIS), Commercial ePacket (CeP), and International Business Reply Service (IBRS). These contracts are for high-volume mailers ~~or Postal Qualified Wholesalers and are the only contract vehicles for IPA, ISAL, GBE, and CeP mailings.~~
- b. The contracts include all destinations served by IPA, and/or ISAL, ~~and/or GBE, and/or GXG, and/or PMEI, and/or PMI, and/or FCPIS, and/or CeP, and/or IBRS, as specified by the Postal Service.~~ The preparation requirements are similar to the preparation requirements for all IPA shipments, and/or ISAL shipments, and/or GBE shipments, and/or GXG shipments, ~~and/or PMEI shipments, and/or PMI shipments, and/or CeP shipments, and/or IBRS shipments that are set forth in the International Mail Manual. Mailer Preparation Requirements are separately provided for PMEI Presort Drop Shipment shipments, and/or PMI Presort Drop Shipment shipments, and/or FCPIS Presort Drop Shipment shipments, and/or CeP shipments, but may vary for certain PMEI shipments, and/or PMI shipments.~~ The mailer may use ~~Postal Service-supplied labeling software, or a non-Postal Service-supplied labeling software that has the same functionality as the Postal Service-supplied labeling software for PMEI and PMI shipments all services. The software allows for preparation of address labels and customs declarations and submission of electronic shipment information to the Postal Service, as well as prepayment of customs duties and taxes and pre-advice for foreign customs authorities by the Postal Service. The mailer may be required to prepare specific shipments according to country specific requirements.~~
- c. Certain Global Plus Contracts may also allow for the contract holder to act as a Reseller and provide discounted prices ~~to a reseller for PMEI, and PMI, and FCPIS~~ for destinations serviced by PMEI, and PMI, and FCPIS. The contract holder as reseller offers prices based on its contract to its customers (reseller's customers). Preparation requirements are the same as for all ~~PMEI, and PMI, and FCPIS~~ PMEI, and PMI, and FCPIS shipments with the following exceptions:
  - The reseller's customer is required to use PC Postage from an authorized PC Postage vendor, or any other postage payment method authorized by the Postal Service under the contract holder's Global Plus contract.
  - The reseller's customer may be required to prepare certain shipments according to country specific requirements.
  - The reseller's customer may be required to tender shipments through limited acceptance channels.
- d. To qualify for a Global Plus contract, a mailer must be capable, on an annualized basis, of either tendering at least 5,000 pieces of international

mail to the Postal Service or paying at least \$100,000.00 in international postage to the Postal Service.

- e. Individual negotiated agreements must comply with the requirements specified in 39 U.S.C. § 3633.
- f. Individual negotiated agreements must be on file with the Commission no less than 15 days prior to their effective date.

## 2510.6.2 Size and Weight Limitations

### *Letters*

	<b>Length</b>	<b>Height</b>	<b>Thickness</b>	<b>Weight</b>
Minimum	5.5 inches	3.5 inches	0.007 inch	none
Maximum	11.5 inches	6.125 inches	0.25 inch	3.5 ounces

### *Postcards*

	<b>Length</b>	<b>Height</b>	<b>Thickness</b>	<b>Weight</b>
Minimum	5.5 inches	3.5 inches	0.007 inch	none
Maximum	6 inches	4.25 inches	0.016 inch	not applicable

### *Large Envelopes (Flats)*

	<b>Length</b>	<b>Height</b>	<b>Thickness</b>	<b>Weight</b>
Minimum	5 inches	3.5 inches	0.007 inch	none
and at least one dimension exceeds	11.5 inches	6.125 inches	0.25 inch	
Maximum	15 inches	12 inches	0.75 inches	17.6 ounces



*Packages (Small Packets)*

	Length	Height	Thickness	Weight
Minimum	large enough to accommodate postage, address, and other required elements on the address side			none
Maximum	24 inches			4 pounds <u>for FCPIS</u>
	Length plus height plus thickness of 36 inches			<u>4.4 pounds for CeP, IPA and ISAL</u>

*Rolls*

	Length	Length plus twice the diameter	Weight <sup>1</sup>
Minimum	4 inches	6.75 inches	none
Maximum	36 inches	42 inches	4 pounds <u>for FCPIS</u> 4.4 pounds <u>for CeP, IPA and ISAL</u>

**Notes**

1. Country-specific restrictions may apply as specified in the International Mail Manual.

*Global Express Guaranteed<sup>1</sup>*

	Length	Height	Thickness	Weight
Minimum	Must be able to hold the shipping label with pouch and postage			none
Maximum	46 inches	35 inches	46 inches	70 pounds
	108 inches in combined length and girth			

**Notes**

1. Country-specific restrictions may apply as specified in the International Mail Manual.

*Priority Mail Express International<sup>1</sup>*

	Length	Height	Thickness	Weight
Minimum	Large enough to accommodate postage, address, and other required elements on the address side			none
Maximum	79 inches			70 pounds
	108 inches in combined length and girth			

**Notes**

1. Country-specific restrictions may apply as specified in the International Mail Manual.

*Priority Mail International<sup>1</sup>*

	Length	Height	Thickness	Weight
Minimum	For customer-provided packaging, large enough to accommodate postage, address, custom labels, and any other required elements on the address side			none
Maximum	79 inches			70 pounds
	108 inches in combined length and girth			

**Notes**

1. Weight and other exceptional size limits based on shape and destination country restrictions may apply as specified in the International Mail Manual.

### 2510.6.3 Minimum Volume or Revenue Requirements

Mailers must commit to tender varying minimum volumes or postage on an annualized basis. ~~The minimum volume requirement for GBE is 100 pounds per mailing. If paying through permit imprint, the mailer is required to meet the minimum volume or weight requirements in effect for manifest mailings. For PMEI paid through an USPS Corporate Account (USPSCA), there is no minimum volume requirement per mailing.~~

### 2510.6.4 Price Categories

The discount percentage or price, as applicable to the service, is dependent upon volume or postage commitment on the part of the customer. ~~Additional tiered discounts are available if the mailer exceeds the minimum volume or postage commitment. Also, separate charges apply if the customer uses labeling, harmonization, or return services.~~

The following price categories are available for the product specified in this section:

- Global Plus – IPA
- Global Plus – ISAL
- Global Plus – GXG
- Global Plus - GBE
- Global Plus – PMEI
- Global Plus – PMI
- Global Plus – FCPIS
- Global Plus – CeP
- Global Plus – IBRS

### 2510.6.5 Optional Features

The following additional postal services may be available in conjunction with the product specified in this section:

- Pickup On Demand Service: ~~PMEI, and PMI, and FCPIS~~ only
- International Ancillary Services (2615)
  - International Certificate of Mailing: ~~FCPIS IPA, PMI Flat Rate Envelope~~ only (2615.1)
  - International Insurance: GXG, PMEI, PMI parcels only (2615.5)
  - International Return Receipt: ~~PMEI, PMI~~ only (2615.3)

- ~~For IPA, optional features may include Commercial ePacket (CeP) service, which is a delivery confirmation with scanning service available for IPA items to certain destinations is designed for volume shipments of FCPIIS items and provides scan events for FCPIIS mailpieces meeting certain physical characteristics to select destinations. CeP shipments are prepared according to mailer preparation requirements provided by the Postal Service.~~
- Duty and Tax Chargeback
  - At the mailer's request, for certain destinations for which the Postal Service has made arrangements with the destination country postal operator, the Postal Service may offer destination country duty and tax chargeback service, through which custom duties and taxes are paid by the mailer in lieu of the recipient.
- ~~Software Related Services: PMEI, and PMI only~~
  - ~~Labeling~~

~~At the mailer's request, the Postal Service will arrange for labels and customs declarations to be applied.~~
  - ~~Harmonization~~

~~At the mailer's request, the Postal Service will arrange for classification of merchandise according to country specified customs regulations to determine applicable duties and taxes.~~
  - ~~Returns~~

~~At the mailer's request, the Postal Service will contract with a returns center appropriate for the particular country. The returns center inspects the goods it receives from the mailer's customers and returns the goods in bulk to the mailer in the United States. The Postal Service invoices the mailer for appropriate charges. The Postal Service may also charge for certain Priority Mail Express International and Priority Mail International undeliverable as addressed returns when Customs duties have been prepaid.~~

#### 2510.6.6 Products Included in Group (Agreements)

Each product is followed by a list of agreements included within that product.

\*\*\*\*\*

- Global Plus 4  
Baseline Reference  
Docket Nos. MC2018-150 and CP2018-216  
PRC Order No. [#####], [Month Day, Year]



**GLOBAL PLUS SERVICE AGREEMENT BETWEEN THE UNITED STATES  
POSTAL SERVICE AND [REDACTED]**

This Agreement ("Agreement") is between [REDACTED] ("Contractholder"), with offices at [REDACTED], and the United States Postal Service ("USPS" or "Postal Service"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998. The Contractholder and the USPS may be referred to individually as a "Party" and together as the "Parties."

**Introduction** WHEREAS, the Parties desire to enter into a non-exclusive relationship whereby the USPS will provide certain products and/or services to the Contractholder pursuant to the terms and conditions contained herein; WHEREAS, the Parties acknowledge and understand that the commencement of performance under this Agreement is subject to the approval of various entities with oversight responsibilities, which may include but not be limited to the USPS management's Executive Committee, the USPS Governors, and/or the Postal Regulatory Commission. Accordingly, the Contractholder acknowledges and understands that the ability of the USPS to perform under this Agreement may not occur; WHEREAS, in light of the aforementioned acknowledgements, the Parties desire to be bound by the terms of this Agreement: NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agree as follows:

**1. Purpose of the Agreement** This Agreement shall govern the use: (1) The Contractholder as "Mailer" may make of: (a) the prices for Priority Mail Express International ("PMEI") service and Priority Mail International ("PMI") service set forth in Annex 1 of this Agreement, (b) the prices for Commercial ePacket ("CeP") service set forth in Annex 2 of this Agreement, (c) the discounts for International Priority Airmail service ("IPA") and International Surface Air Lift service ("ISAL") set forth in Annex 3 of this Agreement, and (d) the discounts for First Class Package International Service ("FCPIS") set forth in Annex 4 of this Agreement; (2) The Contractholder as "Mailer" may also make of (a) the prices for PMEI to [REDACTED] Duty and Tax Chargeback program service set forth in Annex 1A, Chart 1 of this Agreement, (b) the prices for PMI to [REDACTED] Duty and Tax Chargeback program service set forth in Annex 1A, Chart 2 of this Agreement, and (c) the prices for CeP to [REDACTED] Duty and Tax Chargeback program service set forth in Annex 2; and (3) the Contractholder as "Reseller" may make of certain discounted prices for PMEI service, PMI service, and FCPIS as set forth in Annexes 5, 6, and 7 of this Agreement.

**2. Definitions** As used in this Agreement: (1) "IMM" means the *International Mail Manual* as found on the USPS website [pe.usps.com](http://pe.usps.com) on the date of mailing. (2) "DMM" means the *Domestic Mail Manual* as found on the USPS website [pe.usps.com](http://pe.usps.com) on the date of mailing. (3) "IPA" means International Priority Airmail service. (4) "ISAL" means International Surface Air Lift service. (5) "PMEI" means Priority Mail Express International service. (6) "PMI" means Priority Mail International service. (7) "FCPIS" means First-Class Package International service. (8) "M-bags" means special sacks for printed matter directed to a single addressee at a single address in another country. (9) "CeP" means Commercial ePacket service. Commercial ePacket service is a service available for International Priority Airmail (IPA) items. Each piece must have a label, applied by the Mailer, bearing a unique barcode allowing for delivery confirmation information to be transmitted when the barcode is scanned in the receiving country. (10) "United States" means the United States of America, its territories and possessions. (11) [REDACTED]. (12) "Mailer" means Contractholder acting as Mailer. (13) "Reseller" means Contractholder acting as Reseller. (14) "Mailer Qualifying Mail" means any mail that meets the requirements set forth in Article 3 for Qualifying Mail when the Contractholder acts as Mailer. (15) "Duty and Tax Chargeback Qualifying Mail" means any mail that meets the requirements set forth in Article 3 and Article 10 for Qualifying Mail when the Contractholder acts as Mailer. (16) "Reseller Qualifying Mail" means any mail that meets the requirements set forth in Article 11 when the Contractholder acts as Reseller. (17) "Reseller's Customers" means any third party to which the Contractholder as Reseller agrees to offer rates under the terms of this contract. (18) "Effective Date" means the first date on which the USPS is willing to accept Qualifying Mail in accordance with this Agreement. (19) "Mailer's Permit" means [REDACTED].

(20) "Non-Mailer Permit" means [REDACTED].

(21) [REDACTED]. (22) "PC Postage Provider" means any of the USPS-authorized providers of software-based solutions for managing postage accounts listed in DMM 604.4.1.4. (23) "PMEI Chargeback Preparation Requirements Document" means the USPS document entitled [REDACTED], setting forth the preparation requirements and payment requirements for PMEI Chargeback Qualifying Mail, which the USPS shall provide the Mailer. (24) "PMI Chargeback Preparation Requirements Document" means the USPS document entitled [REDACTED], setting forth the preparation requirements and payment requirements for PMI Chargeback Qualifying Mail, which the USPS shall provide the Mailer. (25) "CeP [REDACTED]"



██████████ Chargeback Preparation Requirements Document” means the USPS document entitled ██████████, setting forth the preparation requirements and payment requirements for CeP ██████████ Chargeback Qualifying Mail, which the USPS shall provide the Mailer. (26) “PMI Presort Drop Shipment Mailer Preparation Requirements document” means the USPS document entitled *PMI Presort Drop Shipment Mailer Preparation Requirements*, which the USPS shall provide the Mailer. (27) “PMEI Presort Drop Shipment Mailer Preparation Requirements Document” means the USPS document entitled *PMEI Presort Drop Shipment Mailer Preparation Requirements*, which the USPS shall provide the Mailer. (28) “FCPIS Presort Drop Shipment Mailer Preparation Requirements Document” means the USPS document entitled *FCPIS Presort Drop Shipment Mailer Preparation Requirements*, which the USPS shall provide the Mailer.

#### I. CONTRACTHOLDER AS “MAILER”

**3. Qualifying Mail when Contractholder acts as Mailer** Only mail tendered by the Mailer, which is paid for by the Mailer using the Mailer’s Permit that meets the following requirements shall be considered as Mailer Qualifying Mail, with the exception of: (a) Any Flat Rate item; (b) Any item destined for any country included in Country Group E-1 under Supplement No. 1 to Title 15, Code of Federal Regulations, Part 740; (c) Any item addressed to persons or entities identified on the Office of Foreign Assets Control’s (“OFAC’s”) Specially Designated Nationals List, OFAC’s Foreign Sanctions Evaders List, the Bureau of Industry and Security’s (“BIS’s”) Denied Persons List, or BIS’s Entity List, or subject to active sanctions by the U.S. Department of State pursuant to Executive Order No. 13382; and (d) Any item tendered on behalf of third parties or entities identified on OFAC’s Specially Designated Nationals List, OFAC’s Foreign Sanctions Evaders List, BIS’s Denied Persons List, or BIS’s Entity List, or subject to active sanctions by the U.S. Department of State pursuant to Executive Order No. 13382, except as those requirements conflict with the applicable specific preparation requirements set forth in Article 4:

- (1) IPA. Every item must comply with the preparation requirements set forth in IMM 292 for International Priority Airmail service.
- (2) ISAL. Every item must comply with the preparation requirements set forth in IMM 293 for International Surface Air Lift service.
- (3) PMEI. Every item must comply with the preparation requirements set forth in IMM 220 for Priority Mail Express International. Priority Mail Express International Flat Rate items are not Qualifying Mail under this Agreement. In order to qualify for the rates in Annex 1A, PMEI Qualifying Mail items must also comply with the preparation requirements and payment requirements in the PMEI Presort Drop Shipment Mailer Preparation Requirements document. In order to qualify for the rates in Annex 1A, Chart 1 under the ██████████ Chargeback Program, PMEI Duty and Tax Chargeback Qualifying Mail Items must also comply with the requirements in the PMEI ██████████ Chargeback Preparation Requirements Document.
- (4) PMI. Every item must comply with the preparation requirements set forth in IMM 230 for Priority Mail International. Priority Mail International Flat Rate items are not Qualifying Mail under this Agreement. In order to qualify for the rates in Annex 1A, PMI Qualifying Mail items must also comply with the preparation requirements and payment requirements in the PMI Presort Drop Shipment Mailer Preparation Requirements document. In order to qualify for the rates in Annex 1A, Chart 2 under the ██████████ Chargeback Program, PMI Duty and Tax Chargeback Qualifying Mail Items must also comply with the requirements in the PMI ██████████ Chargeback Preparation Requirements Document.
- (5) FCPIS. Every item must comply with the preparation requirements set forth in IMM 250 for First Class Package International Service. In order to qualify for the rates in Annex 4, FCPIS Qualifying Mail items must also comply with the preparation requirements and payment requirements in the FCPIS Presort Drop Shipment Mailer Preparation Requirements document.
- (6) IPA and ISAL M-bags. Every item must comply with the preparation requirements set forth in IMM 260, 292, and 293 for direct sacks of printed matter to a single addressee at a single address.
- (7) CeP. Every item must comply with the preparation requirements and payment requirements that the USPS shall provide the Mailer to qualify for the rates in Annex 2 (“*CeP Mailer Preparation Requirements Document*”). In order to qualify for the rates in Annex 2 under the ██████████ Chargeback Program, CeP Duty and Tax Chargeback Qualifying Mail Items must also comply with the CeP ██████████ Chargeback Preparation Requirements Document and payment requirements that the USPS shall provide the Mailer.

**4. Specific Preparation Requirements when Contractholder acts as Mailer** (1) Mailings of Mailer Qualifying Mail must be kept separate from any other type of mail the Mailer tenders. (2) Duty and Tax Chargeback Qualifying Mail must be kept separate from any other type of mail the Mailer tenders and may only be presented at the Entry Site specified in Article 7, Paragraph 3(i). (3) International mailings must be separated from domestic mailings. (4) For Qualifying Mail under this Agreement, the Mailer must prepare the mailings in accordance with Article 3 of this Agreement and IMM 152.6 shall apply. (5) Mailings of PMEI, PMI, and FCPIS by Mailer must be



prepared in accordance with the Annexes to this Agreement and be accompanied by a postage manifest and postage statement. (6) Mailings of IPA, ISAL, and CeP may be tendered to the USPS without a country name in the delivery address provided the items are contained in properly labeled direct country receptacles, subject to the exception in Article 4, Paragraph 7. (7) Mailings of PMEI, PMI, and CeP under [REDACTED] Chargeback Program must be accompanied by a postage manifest and postage statement. (8) Mailer may apply to the USPS in writing in the event the Mailer wishes an exception(s) to the requirements set forth in IMM 220, IMM 230, IMM 260, IMM 292, IMM 293, or the USPS mailer preparation requirement documents. (9) Mailer agrees to abide by any additional preparation requirements prescribed by USPS or [REDACTED], or by the customs authorities of the United States or [REDACTED].

**5. Non-Qualifying Mail when Contractholder acts as Mailer** "Non-Qualifying Mail" when Contractholder acts as Mailer means any mail that does not meet the requirements set forth in Article 3 of this Agreement. The USPS, at its option and without forfeiting any of its rights under this Agreement, may either refuse to accept Non-Qualifying Mail or accept Non-Qualifying Mail at the applicable published rates.

**6. Obligations of the USPS when Contractholder acts as Mailer** The USPS hereby agrees: (1) Supplies. To furnish the Mailer or its agent(s) with the postal equipment and postal supplies required for the use of Qualifying Mail. (2) Training. To provide the Mailer or its agent(s) with the preparation requirements for Qualifying Mail and training to prepare mail in conformity with the requirements for Qualifying Mail. (3) Reporting. To provide the Mailer with a report regarding postage paid by the Mailer to the USPS, by month, for Qualifying IPA, ISAL, PMEI, PMI, FCPIS, and CeP. The USPS will provide this report on a quarterly basis and shall include the: (a) Customer name and permit number; (b) Date of the mailing statement; (c) Service / product; and (d) Postage paid. (4) Transportation. To arrange with carriers to transport (a) Mailer Qualifying Mail to international destinations for delivery by the appropriate authority. (b) Duty and Tax Chargeback Qualifying Mail to international destinations where the proper authority will effect delivery. (5) Postage. To provide prices for Qualifying Mail and Duty and Tax Chargeback Qualifying Mail paid for and tendered as required by this Agreement. (6) Undeliverable Items. To return: (a) IPA, ISAL, and CeP items refused by an addressee or that are undeliverable to the Mailer [REDACTED] (b) PMEI items refused by an addressee or that are undeliverable to the Mailer via Priority Mail Express at no charge. (c) PMI items including PMI [REDACTED] Chargeback Qualifying Mail, refused by an addressee or that are undeliverable to the Mailer according to the provisions of IMM 771. (7) Confidentiality. To seek non-public treatment of information it determines to be eligible for protection from public disclosure under applicable law and practice when it files the Agreement with the Postal Regulatory Commission, or when it files information (including data) in connection with the Agreement in accordance with other regulatory requirements. (8) Commercial ePacket Notices. To provide the Mailer, on a periodic basis to be determined by the USPS, with a list of the countries to which Commercial ePacket service is available. (9) Technical Assistance. To provide the Mailer with technical assistance necessary to prepare information linkages, electronic data files, and data exchanges as required for the proper functioning of USPS-provided Global Shipping Software ("GSS"). (10) Duties, Taxes, and Fees for [REDACTED] Chargeback Qualifying Mail. For PMEI, PMI, and CeP [REDACTED] Chargeback Qualifying Mail. To pay [REDACTED] for duties, taxes, and fees on behalf of Mailer. [REDACTED]

**7. Obligations of the Contractholder as Mailer** The Mailer hereby agrees: (1) Tender Amount. To tender to the USPS mail intended for delivery outside the United States that generates [REDACTED] calculated after all discounts have been applied for Mailer Qualifying Mail and Duty and Tax Chargeback Qualifying Mail as set forth in Annexes 1-4 of this Agreement, during the term that begins on the Effective Date of this Agreement as set forth in Article 20 of this Agreement. (2) Tender. Not to tender or attempt to tender: (a) any item under this Agreement that is destined for any country included in Country Group E-1 under Supplement No. 1 to Title 15, Code of Federal Regulations, Part 740; (b) any item addressed to persons or entities identified on OFAC's Specially Designated Nationals List, OFAC's Foreign Sanctions Evaders List, BIS's Denied Persons List, or BIS's Entity List, or subject to active sanctions by the U.S. Department of State pursuant to Executive Order No. 13382; (c) any item on behalf of third parties or entities identified on OFAC's Specially Designated Nationals List, OFAC's Foreign Sanctions Evaders List, BIS's Denied Persons List, or BIS's Entity List, or subject to active sanctions by the U.S. Department of State pursuant to Executive Order No. 13382. (d) any item as Duty and Tax Chargeback Qualifying Mail that requires an export license or specific license, as applicable from BIS, OFAC, the U.S. Department of State, the U.S. Department of Energy, or any other governmental unit that imposes restrictions on exports. (3) Tender Locations. To tender: (a) IPA Qualifying Mail including IPA M-bags in drop shipments to the appropriate locations specified in IMM 292.532. Mailings tendered at these locations are subject to Drop Ship prices. (b) IPA Qualifying Mail including IPA M-bags at USPS Business Mail Entry Units ("BMEUs") approved by



the USPS to receive Qualifying Mail. Mailings tendered at these locations are subject to Full Service prices. (c) ISAL Qualifying Mail including ISAL M-bags in drop shipments to the appropriate locations specified in IMM 293.532. Mailings tendered at these locations are subject to Drop Ship prices. (d) ISAL Qualifying Mail including ISAL M-bags at USPS Business Mail Entry Units (BMEUs) approved by the USPS to receive Qualifying Mail. Mailings tendered at these locations are subject to Full Service prices. (e) One hundred percent (100%) of PMEI Qualifying Mail that Mailer tenders in drop shipments at any USPS International Service Center location. (f) One hundred percent (100%) of PMI Qualifying Mail that Mailer tenders in drop shipments at any USPS International Service Center location. (g) One hundred percent (100%) of FCPIS Qualifying Mail that Mailer tenders in drop shipments at any USPS International Service Center location. (h) CeP Qualifying Mail to locations specified in the *CeP Mailer Preparation Requirements Document*. (i) The mailings under [REDACTED] Chargeback program to the USPS at the acceptance location(s) as set forth in the *PMEI [REDACTED] Chargeback Preparation Requirements Document*, *PMI [REDACTED] Chargeback Preparation Requirements Document*, or the *CeP [REDACTED] Chargeback Preparation Requirements Document*, as applicable. (4) Advance Notification. To provide: (a) The Manager, Customized Mail, via e-mail to [icmusps@usps.gov](mailto:icmusps@usps.gov), with notification of Mailer's intent to drop ship mail at a specific location two (2) weeks before the initial shipment to that location. (b) The Manager, Customized Mail, via e-mail to [icmusps@usps.gov](mailto:icmusps@usps.gov), with notification of new Mailer's Permit numbers used for Qualifying Mail, ten (10) days in advance of using the new numbers. The message should include the Mailer's Permit number, the city, state, and ZIP Code where the Mailer's Permit is held, and the name of the permit owner. [REDACTED]

(c)

[REDACTED] (d) The Manager, Customized Mail, USPS, via e-mail to [icmusps@usps.gov](mailto:icmusps@usps.gov) with notification of the Mailer's intent to tender Qualifying Mail under this Agreement that requires a license from OFAC, BIS, or the U.S. Department of State not less than ten (10) days prior to tender of such items. (5) Payment of Postage. To pay postage to the USPS directly for all Qualifying Mail that Mailer tenders by use of the Mailer's Permit Imprint subject to the conditions stated in IMM 152.6, DMM 604.5, and DMM 705.4, with the exception that DMM 604.5.1.1 shall not apply. (6) Monthly Reporting. (a) To provide the USPS with a report, at a frequency to be mutually determined, in a format to be specified by the USPS that states for IPA, ISAL, IPA and ISAL M-bags, PMEI, PMI, FCPIS, CeP, PMI with [REDACTED] Chargeback Service, PMEI with [REDACTED] Chargeback Service, and CeP with [REDACTED] Chargeback Service tendered by the Mailer, the total revenue, pieces, and weights for each product mailed in the preceding month separated by point of tender to the USPS, destination country, and country price group for each Mailer's Permit used by the Mailer under this Agreement; (b) This report requirement shall include the final month of the Agreement. (7) Receptacle Barcoding. To place on each receptacle containing IPA, ISAL, or CeP mailings, a barcode prepared in accordance with the specifications the USPS shall provide. (8) Address Labels and Customs Declarations. To create address labels and Customs declarations for Qualifying Mail using USPS-provided Global Shipping Software (GSS). (9) Data Transmission. To exchange electronic information with the USPS according to the instructions the USPS provides. (10) Information Link. To establish a secure data connection with the USPS in order to ensure that the USPS can receive the necessary information for Customs clearance as well as the data needed to monitor the proper prices and country destination of the Mailer's packages. The Mailer is responsible for all aspects of service quality of the information link, interconnectivity, and interoperability of network services of such data connection, which shall be available under commercially reasonable standards but shall be capable of ensuring that the data for all Qualifying Mail under this Agreement are available to USPS. (11) Confidentiality. To treat as confidential and not disclose to third parties, absent express written consent by the USPS, any information related to this Agreement that is treated as non-public by the Postal Regulatory Commission. (12) Customs Duties and Taxes. (a) To pay duties, taxes, and fees assessed by customs and postal authorities as provided in Article 10 for Qualifying Mail under the [REDACTED] Chargeback Program. (b) When the Contractholder acts as the mailer, customs duties and taxes for packages mailed under this Agreement are the responsibility of the addressee. (13) Customs and Export Documentation. (a) To comply with all USPS customs documentation guidelines found at: <http://postalpro.usps.com/shipping/customs-forms>. This Paragraph does not apply to or impact the payment method required for Qualifying Mail under Article 7 Paragraph 5 of this Agreement. (b) To provide any necessary documentation, including data provided in electronic format, in connection with each mailing, in the form and at the time specified by the USPS, Customs & Border Protection, Transportation Security Administration, the U.S. Census Bureau, a destination country foreign government, or other authority. (c) The Mailer further understands that the failure to provide any such required documentation may result in refusal at acceptance, delay in processing, involuntary seizure by customs authorities, and/or return of Mailer Qualifying Mail, including Duty and Tax Chargeback Qualifying Mail, to sender. (14) Customs and Export



**Requirements.** (a) To comply with any regulation or order promulgated by the USPS, OFAC, the U.S. Department of the Treasury, the U.S. Census Bureau, BIS, the U.S. Department of Commerce, the U.S. Department of State, the U.S. Customs & Border Protection, the U.S. Fish and Wildlife Service, the Transportation Security Administration, a destination country foreign government, or other government unit, according to any requirements specified by those authorities. See IMM 5 for additional information. (b) For all items destined for Cuba, the Mailer shall comply with and take all necessary measures to ensure that Mailer's Customers comply with all applicable BIS and OFAC provisions, and to ensure that electronic export information about shipments under this Agreement destined for Cuba are properly filed, if necessary, under regulations of the U.S. Census Bureau. (c) To notify USPS, via e-mail to [globaltrade@usps.gov](mailto:globaltrade@usps.gov) and [internationalmailsecurity@usps.gov](mailto:internationalmailsecurity@usps.gov), of all criminal, civil, or administrative investigations, prosecutions, or proceedings relating to violations or potential violations of export control, customs, fraud, data, or mailability laws concerning transactions involving the Mailer, brought against the Mailer, any of its subsidiaries or affiliates, or any of its directors, officers, employees, or agents, in no case more than five (5) business days after discovery. (15) **Responsibility.** The Mailer, having provided the USPS with Mailer's Permit number and notification of intent to mail under the terms of Article 7 Paragraph 4 of this Agreement, must follow the terms and conditions set forth in this Agreement as they pertain to the preparation of, tender of, and payment for mailings. [REDACTED]

[REDACTED] (16) **CeP Labeling.** To create and place on each piece of CeP Qualifying Mail a unique label allowing for delivery confirmation when scanned in the receiving country in accordance with the specifications provided in the *CeP Preparation Requirements Document*. (17) **Penalties.** To pay any fines or penalties, as well as any other expenses, damages, and/or charges, including any applicable duties, taxes, and/or fees that result from an action of any other governmental entity that regulates exports and/or imports in relation to any item tendered under this Agreement, or that results from the Mailer's failure to comply with applicable laws and regulations of the origin country, destination country, or any country through which a mailing tendered under this Agreement passes (including failure to provide necessary documentation and/or failure to obtain any required license or permit).

**8. Postage Prices when Contractholder acts as Mailer** In consideration of Article 7 Paragraph 1 for Mailer Qualifying Mail: (1) **For PMEI and PMI,** the Mailer will pay postage according to the price charts in Annex 1. (2) **For CeP,** the Mailer will pay postage according to the price charts in Annex 2. (3) **For IPA and ISAL,** the Mailer will receive, in accordance with the discount chart in Annex 3, a percentage discount off of the non-discounted published IPA and ISAL prices in effect on the date of mailing. (4) **For FCPIS,** the Mailer will pay postage according to the price charts in Annex 4. (5) **For PMEI, PMI, and CeP** [REDACTED] **Chargeback Qualifying Mail,** the Mailer shall pay postage to the USPS for Duty and Tax Chargeback Qualifying Mail to the USPS through the use of a permit imprint subject to the conditions stated in IMM 152.6 and DMM 604.5 that shall not be used for any other type of mail than Duty and Tax Chargeback Qualifying Mail that meets the requirements set forth in Article 10 of this Agreement.

9. [REDACTED] **PMEI** [REDACTED]

**10. Customs Duties and Taxes for when Contractholder acts as Mailer under the [REDACTED] Chargeback Program** (1) Customs duties, taxes, and/or fees for Duty and Tax Chargeback Qualifying Mail tendered under this Agreement are the responsibility of the Mailer. (2) In addition to payment of duties and taxes, the Mailer agrees [REDACTED]

(3) [REDACTED]



(4)

(5)

(6)

(7)

(8)

(9)

## II. CONTRACTHOLDER AS "RESELLER"

### **11. Qualifying Mail when Contractholder acts as Reseller** With the exception of:

- (1) Any item destined for any country included in Country Group E-1 under Supplement No. 1 to Title 15, Code of Federal Regulations, Part 740;
- (2) any item addressed to persons or entities identified on the Office of Foreign Assets Control's ("OFAC's") Specially Designated Nationals List, OFAC's Foreign Sanctions Evaders List, the Bureau of Industry and Security's ("BIS's") Denied Persons List, or BIS's Entity List, or subject to active sanctions by the U.S. Department of State pursuant to Executive Order No. 13382; and
- (3) any item tendered on behalf of third parties or entities identified on OFAC's Specially Designated Nationals List, OFAC's Foreign Sanctions Evaders List, BIS's Denied Persons List, or BIS's Entity List, or subject to active sanctions by the U.S. Department of State pursuant to Executive Order No. 13382.

"Qualifying Mail" when Contractholder acts as Reseller means mail that: (a) meets the requirements set forth in IMM 220 for Priority Mail Express International, excluding all Flat Rate items; or (b) meets the requirements set forth in IMM 230 for Priority Mail International, excluding all Flat Rate items and Priority Mail International Regional Rate Boxes; or (c) meets the requirements set forth in IMM 250 for First-Class Package International Service; except as those requirements conflict with the applicable specific preparation requirements set forth in Article 14.

**12. Non-Qualifying Mail when Contractholder acts as Reseller** "Non-Qualifying Mail" when Contractholder acts as Reseller means any mail that does not meet the requirements set forth in Article 11 of this Agreement. In addition, Priority Mail Express International, Priority Mail International, and First-Class Package International Service items tendered to the USPS at a Business Mail Entry Unit or a USPS retail window shall be considered Non-Qualifying Mail. The USPS, at its option and without forfeiting any of its rights under this Agreement, either may refuse to accept Non-Qualifying Mail or may accept Non-Qualifying Mail at the applicable published prices.

**13. Obligations of the USPS when Contractholder acts as Reseller** The USPS hereby agrees, when Contractholder acts as Reseller: (1) **Postage**. To provide discounted prices for Reseller Qualifying Mail paid for and tendered as required by this Agreement. (2) **Notice of Postage Due**. To provide the Reseller with a statement to support the calculation of postage due to the USPS as a result of discrepancies between the PC postage or the postage paid through the Electronic Verification System (eVS®) administered by USPS (as described in Article 6, Paragraph 2 that was applied by Reseller's Customers sending Qualifying Mail and the actual postage due to the USPS under this Agreement. (3) **Confidentiality**. To seek non-public treatment of information it determines to be eligible for protection from public disclosure under applicable law and practice when it files this Agreement with the Postal Regulatory Commission, or when it files information (including data) in connection with this Agreement in accordance with other regulatory requirements.

**14. Obligations of the Contractholder when Acting as Reseller** The Reseller hereby agrees: (1) **Prices that Reseller is to Pay USPS**: To pay postage to the USPS for Qualifying Mail in accordance with prices for Priority Mail Express International, Priority Mail International, and First-Class Package International Service Qualifying



Mail, based on this Agreement in accordance with Annexes 5-7. (2) Prices Offered by Reseller to Reseller's Customers. Subject to the conditions of this Agreement, the Reseller has the right to offer the Reseller's Customers discounts for Qualifying Mail [REDACTED]

[REDACTED] (3) Payment Method. (a) To pay postage to the USPS through the intermediary of one or more PC Postage Providers of the Reseller's choosing provided that the PC Postage Provider(s) is/are listed as approved in DMM 604.4.1.4, and capable of both (i) programming rates based on this Agreement, and (ii) complying with USPS reporting requirements related to this Agreement; and/or (b) Only after notification from USPS to the Reseller that postage payment through the Electronic Verification System (eVS) is acceptable, to pay postage through eVS®, using a permit imprint subject to the conditions stated in DMM 604.5 and IMM 152.6, following standards as published in USPS Publication 205 Electronic verification System (eVS®) Business and Technical Guide, USPS Publication 199 Intelligent Mail Package Barcode (IMpb) Implementation Guide for: Confirmation Services and Electronic Verification System (eVS) Mailers, and other related documents. Reseller may pay postage through eVS® only after USPS provides notification to the Reseller that postage payment through the eVS system under this Agreement is permissible. (4) Advance Notification. To provide the Manager, Customized Mail, USPS, via e-mail to [icmusps@usps.gov](mailto:icmusps@usps.gov), with (a) notification of the USPS-approved PC Postage Provider(s) the Reseller intends to use at least fifteen (15) days in advance of the first use of that PC Postage Provider(s) in connection with this Agreement; (b) notification of the Reseller's intent to add an additional PC Postage Provider(s), or to cease using a particular PC Postage Provider(s), at least fifteen (15) days in advance of the date of the intended change; and (c) any and all relevant information required to identify a particular sender tendering Qualifying Mail to the USPS under the pricing terms of this Agreement, as quickly as possible after the relevant information has been determined; (d) notification of new PC Postage Provider account number(s) used for Qualifying Mail ten (10) days in advance of using the new PC Postage Provider account numbers. The message should include the PC Postage Provider account number, the name of the PC Postage Provider account owner, and the requested implementation date. (5) Tender. To require that the Reseller's Customers present the mailings to the USPS using any means of tender the USPS authorizes for items paid for by use of PC Postage or eVS®, with the exception of the following means of tender: (a) when using PC Postage, cannot tender to the USPS at a Bulk Mail Entry Unit or a USPS retail window, or a commercial mail receiving agency, accompanied by a PS Form 3152 Confirmation Services Certification, or a PS Form 5630 Shipment Confirmation Acceptance Notice, or an equivalent form produced by the PC Postage Provider's software. (b) When using eVS, the Reseller cannot tender to a USPS retail window, a collection box, or a carrier. (6) Customs and Export Documentation. To provide and to require that Reseller's Customers provide any necessary documentation, including data provided in electronic format, in connection with each mailing, in the form and at the time specified by the USPS, the U.S. Customs & Border Protection, Transportation Security Administration, the U.S. Census Bureau, a destination country foreign government, or other authority. The Reseller further understands and agrees to notify the Reseller's Customers that the failure to provide any such required documentation may result in refusal at acceptance, delay in processing, involuntary seizure by customs authorities, and/or return of mail to the sender. (7) Customs and Export Requirements. (a) To comply with and to require the Reseller's Customers to comply with any regulation or order promulgated by the USPS, OFAC, the U.S. Department of the Treasury, the U.S. Census Bureau, BIS, the U.S. Department of Commerce, the U.S. Department of State, the U.S. Customs & Border Protection, the U.S. Fish and Wildlife Service, the Transportation Security Administration, a destination country foreign government, or other governmental unit, in accordance with any requirements specified by those authorities. See IMM 5 for additional information. The Reseller further understands and agrees to notify the Reseller's Customers that any non-compliance may lead to fines, denial of mailing privileges, and/or other penalties, including, but not limited to, the payment of any fines, penalties, expenses, damages, and/or other charges assessed to the Postal Service and resulting from the Reseller's Customers' failure to comply with applicable laws and regulations of the origin country, destination country, or any country through which a mailing tendered under this Agreement passes. (b) To notify USPS, via e-mail to [globaltradecompliance@usps.gov](mailto:globaltradecompliance@usps.gov) and [internationalmailsecurity@usps.gov](mailto:internationalmailsecurity@usps.gov), of all criminal, civil, or administrative investigations, prosecutions, or proceedings relating to violations or potential violations of export control, customs, fraud, data, or mailability laws concerning transactions involving the Reseller, any of its subsidiaries or affiliates, or any of its directors, officers, employees, or agents, in no case more than five (5) business days after discovery. (c) For all items destined for Cuba, the Reseller shall take all necessary measures to ensure that the Reseller's Customers comply with all applicable BIS and OFAC provisions and ensure that electronic export information about shipments under this Agreement destined for Cuba are properly filed, if necessary, under regulations of the U.S. Census Bureau. (8) Software. (a) If postage payment is through a PC Postage Provider, to require the Reseller's Customers to apply address labels and Customs declarations to Qualifying Mail using the software provided by the approved PC Postage Provider which the Reseller has identified as its chosen postage payment intermediary. (b) If postage payment is through eVS® to create address labels for PMEI, PMI, and FCPIS Qualifying Mail using eVS® and to send the required Customs information for



each Qualifying Mail item to USPS through USPS PTR Shipping Services file 1.7 or 2.0, in accordance with the most recent versions of USPS Export Compliance Customs Data Requirements and USPS Guidelines for Privately Printed customs Declarations Forms. (The most recent versions of these two documents, as of July 6, 2015, were available at [https://ribbs.usps.gov/intcustomsforms/documents/tech\\_guides/ExportComplianceCustomsDataRequirements.pdf](https://ribbs.usps.gov/intcustomsforms/documents/tech_guides/ExportComplianceCustomsDataRequirements.pdf) and [https://ribbs.usps.gov/intcustomsforms/documents/tech\\_guides/GuidelinesforPrivatelyPrintedCustomsDeclarationsForms.pdf](https://ribbs.usps.gov/intcustomsforms/documents/tech_guides/GuidelinesforPrivatelyPrintedCustomsDeclarationsForms.pdf) ). (9) Data Transmission. To exchange electronic information with the USPS according to the instructions the USPS provides. (10) Notices to Reseller's Customers. To provide notice to the Reseller's Customers of the terms and conditions identified in this Agreement as requiring such notice. (11) Postage Due. To pay postage due to the USPS as a result of discrepancies between the PC postage or postage paid through eVS® applied by the Reseller's Customers and the actual postage due to the USPS under this Agreement. (12) Confidentiality. To treat as confidential and not disclose to third parties, absent express written consent by the USPS, any information related to this Agreement that is treated as non-public by the Postal Regulatory Commission. (13) Compliance. To comply with all applicable USPS regulations and orders, and in good faith, to seek to comply with all other applicable laws and regulations. (14) Penalties. To pay any fines or penalties, as well as any other expenses, damages, and/or charges (including any applicable duties, taxes, and/or fees vis-a-vis any federal agency other than the USPS), to the extent such are due and owing, and are no longer eligible to be contested by the Reseller (a) that result from an action of any governmental entity that regulates exports and/or imports in relation to any item tendered under this Agreement, or (b) that result from the Reseller's and/or Reseller's Customer's failure to comply with applicable laws and regulations of the origin country, destination country or any country through which a mailing tendered under this Agreement passes (including failure to provide necessary documentation and/or failure to obtain any required license or permit). (15) Notices to Reseller's Customers Concerning Customs Duties and Taxes. When the Contractholder acts as Reseller, the Reseller shall notify the Reseller's Customers that customs duties and taxes for packages mailed under this Agreement are the responsibility of the addressee.

**15. Minimum Commitment of Reseller** (1) The Reseller is required to meet an annualized minimum commitment of

(2) The USPS may perform a periodic review

Nothing in the review process is intended to affect the Reseller's annualized minimum commitment in Paragraph 1 of this Article.

**16. No Service Guarantee** Nothing in this Agreement shall be construed as a representation or guarantee by the USPS that Qualifying Mail when Contractholder acts as Reseller will be delivered to the appropriate addresses within any particular time. The Reseller shall notify the Reseller's Customers that there is no service guarantee for mail tendered to the USPS at the discounted prices provided through this Agreement.

**17. Fraud**. The Reseller shall notify the Reseller's Customers that providing false information to access discounted rates or pay less than the applicable postage due through the use of a PC Postage provider or through eVS® may subject the Reseller's Customers to criminal and/or civil penalties, including fines and imprisonment.

### III. GENERAL TERMS AND CONDITIONS

**18. Suspensions of Mail Service** In the event that a suspension of mail service from the United States to a given country would prevent delivery of Qualifying Mail to addressees in that country, the Contractholder shall not tender Qualifying Mail to the USPS until service is restored. In addition, the Contractholder as Reseller shall notify Reseller's Customers not to tender Priority Mail Express International, Priority Mail International or First-Class Package International Service, as appropriate, to the USPS until service is restored. The minimum commitment for Qualifying Mail as set forth in Articles 7 and 15 of this Agreement shall be recalculated pro rata to reflect the reduction in available service time.

**19. Governing Law** This Agreement shall be governed by, construed under, and enforced in accordance with United States federal law.

**20. Term of the Agreement** (1) The USPS will notify the Contractholder of the Effective Date of the Agreement within thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS. This Agreement shall remain in effect until August 31, 2018, unless terminated sooner pursuant to Article 21 or Article 32. If the Effective Date of this Agreement is not the first of the month, the Agreement shall remain in effect until the last day of the month in which the Effective Date falls in the year subsequent to the Effective Date (for



example, if the Effective Date of the Agreement is April 2 or a later day in April, the Agreement will expire on April 30 in the subsequent year), unless terminated sooner pursuant to Article 21 or Article 32. (2) The USPS shall have no obligation to notify the Contractholder of the status of the approval process or of potential fulfillment of the approval process. (3) The Contractholder acknowledges that this Agreement is subject to regulatory oversight and such oversight might affect the Effective Date. (4) If the Contractholder has met its annualized minimum commitment under Article 7 Paragraph 1 and Article 15, the USPS may, prior to the expiration of this Agreement, provide notice to the Contractholder in accordance with Article 34 that this Agreement has been extended for up to an additional three (3) months, and the USPS reserves the right to adjust the duration of such extension, depending on the effective date, if any, of a successor agreement with the Contractholder.

**21. Termination of the Agreement** (1) Either Party to this Agreement, in its sole discretion, may terminate this Agreement for any reason, by giving the other Party a thirty (30) day written notification, unless a time frame longer than thirty (30) days that falls within the term of the Agreement is indicated by the terminating Party. (2) [REDACTED]

[REDACTED] (3) In the event that this Agreement is terminated for any reason before the anticipated termination date in Article 20, the Contractholder remains bound by the terms of Article 7 Paragraph 1 and Article 15, and the Contractholder's obligation, if any, under Articles 7 and 15 shall be calculated on a pro rata basis to reflect the actual duration of the Agreement. In the event of early termination under this Article, the Contractholder as Reseller shall notify its PC Postage Provider(s) and the Resellers' Customers of the date the discounted prices will no longer be available to them through this Agreement. (4) The USPS is under no obligation to remind the Contractholder of the termination of this Agreement. In addition, the USPS is under no obligation to enter into a subsequent agreement with the Contractholder.

**22. Postage Updates** (1) In the event that the USPS incurs an increase in costs [REDACTED], the USPS shall notify the Contractholder and modify the prices established under this Agreement. [REDACTED]

[REDACTED] (2) The USPS will give the Contractholder as Mailer thirty-five (35) days' notice of changes in the prices in Annex 1 for PMEI and PMI, the prices in Annex 2 for CeP, the discounts in Annex 3 applied to IPA or ISAL, and the prices in Annex 4 for FCPIS. (3) The USPS will give the Contractholder as Reseller thirty (30) days' notice of changes to the prices in Annexes 5-7. (4) Any revision to the prices, or the discounts applied to IPA, ISAL in the Annexes, or the prices in Annex 4 for FCPIS, shall not be retroactive; (5) No price shall increase beyond the non-discounted published prices for the affected service. (6) All price changes under the provisions of this Article will be subject to review and oversight by the USPS Governors, the USPS Board of Governors, and/or the Postal Regulatory Commission.

**23. Indemnity** The Contractholder shall indemnify and save harmless the USPS and its officers, directors, agents, and employees from any and all claims, losses, costs, damages, or expenses or liabilities, including but not limited to penalties, fines, liquidated damages, charges, taxes, fees, duties, or other money due (Claims) growing out of or connected in any other way with the discharge by the Contractholder or its agent(s) of any undertaking contained in this Agreement, including Claims that result from the non-compliance of the Contractholder with the laws of the United States and other countries.

**24. Limitation of Liability** (1) The liability of the USPS under this Agreement shall be limited to the refund of postage for Qualifying Mail that is lost or destroyed in bulk after being tendered by Mailer to the USPS and prior to being received by the delivery authority outside of the United States. The USPS shall not be liable for any actual or consequential damages suffered by the Mailer as a result of late delivery or non-delivery of any Qualifying Mail. (2) IPA, ISAL, CeP, PMEI, PMI, and FCPIS Qualifying Mail mailed under this Agreement are not guaranteed against delay in delivery. Neither indemnity payments nor postage refunds will be made in the event of delay. (3) The USPS bears no responsibility for the refund of postage for Qualifying Mail in connection with actions taken by Customs authorities. (4) The USPS shall not be liable for any loss or expense, including but not limited to fines and penalties, for the Mailer's, the Reseller's, the Reseller's Customer's or any other person's failure to comply with any export laws, rules, or regulations. (5) The USPS shall not be liable for any act or omission by any person not employed or contracted by the USPS, including any act or omission of the Mailer, the Mailer's Customer, the Reseller, the Reseller's Customer or the recipient of an item tendered under this Agreement. (6) Unless otherwise specified by notice published in a future issue of the *Postal Bulletin* that a date-certain, postage-refund guarantee will be offered for this particular type of Global Customized Mail Agreement, Priority Mail Express International With Money-Back Guarantee Service Qualifying Mail mailed under this agreement is not guaranteed against delay in delivery, and neither indemnity payments nor postage refunds will be made in the event of delay. (7) The USPS is not liable for any of the Reseller's actions or the Reseller's Customers' actions and bears no liability in the event of termination with or without cause. (8) The USPS, as well



as its agents, suppliers, and vendors, shall not be liable for any damages of any type, including but not limited to, any lost profits (both actual and anticipated) or other incidental or consequential damages arising out of any action by the USPS. The USPS is further not liable for any loss due to the use of, programming related to, or inability to use the USPS' or other vendors' or suppliers' software.

**25. Force Majeure** Neither Party shall be liable for its failure to perform under the terms of this Agreement due to any contingency beyond its reasonable control, including acts of God, fires, floods, wars, sabotage, accidents, and labor disputes or shortages; governmental laws, ordinances, rules and regulations, whether valid or invalid; court orders, whether valid or invalid; inability to obtain material, equipment, or transportation; and any other similar or different contingency.

**26. No Waiver** The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if such forbearance or waiver had not occurred.

**27. Number and Gender** The use of any particular gender, or the plural or singular, in this Agreement is intended to include the other gender, or the plural or singular, as the text may require.

**28. Effect of Partial Invalidity** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect.

**29. Assignment.** The rights of each Party under this Agreement, with the exception of the Contractholder as Reseller's right to provide Reseller's Customers with access to a portion or all of the Contractholder as Reseller's discount from the applicable published prices, are personal to that Party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party. Such consent is not to be unreasonably withheld. In addition, in the event that the Contractholder is merged with or into or acquires another firm, corporation, or entity, pricing under this Agreement following such merger or acquisition shall apply only to mail sent by the entity existing prior to the merger or acquisition. Following any such merger or acquisition, the parties may negotiate in good faith to extend, modify or enter into a new Agreement applicable to the merged or acquired entity. Assignment by the Contractholder as Mailer to a subsidiary of the Contractholder as Mailer for which the Contractholder as Mailer is the majority owner shall be allowed.

**30. Paragraph Headings and Reference Citations** The titles to the paragraphs of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement. All citations to provisions in the DMM, IMM, and Code of Federal Regulations within this Agreement are intended to refer to the substantive information found within the cited section(s) at the time this Agreement was drafted. Changes to the citations or the relevant substantive information due to published revisions of the DMM, IMM, or Code of Federal Regulations shall be applicable to this Agreement upon the effective date of such revisions.

**31. Entire Agreement and Survival** (1) This Agreement, including all Annexes thereto, shall constitute the entire Agreement between the Parties as it pertains to Qualifying International Priority Airmail service ("IPA"), International Surface Air Lift service ("ISAL"), Priority Mail Express International service ("PMEI"), PMEI using the [REDACTED] Chargeback Program, Priority Mail International service ("PMI"), PMI using the [REDACTED] Chargeback Program, Commercial ePacket ("CeP"), CeP using the [REDACTED] Chargeback Program, and First-Class Package International Service ("FCPIS"), intended for delivery outside the United States. (2) [REDACTED]

[REDACTED]. (3) With the exception of the Agreement(s) mentioned in Paragraph 2 of this Article, any prior understanding or representation of any kind regarding the use of IPA service, ISAL service, PMEI service, PMI service, FCPIS service, or IPA and ISAL M-Bags service shall not be binding upon either Party except to the extent incorporated in this Agreement. (4) The obligations of the Parties with respect to confidentiality as set forth in Article 6 Paragraph 7, Article 7 Paragraph 11, Article 13 Paragraph 3, Article 14 Paragraph 11, and Article 37 will expire ten (10) years from the date of termination or expiration of this Agreement. (5) The obligations of the Parties with respect to notice and payment of postage due as provided for in Article 6 Paragraph 5, Article 13 Paragraph 2, and Article 14 Paragraph 10, will expire ninety (90) days from the date of termination or expiration of this Agreement.

**32. Modification** (1) Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement, with the exception of changes to prices under the terms of Article 22 and with the exception of a notice of termination under the terms of Article 21, shall be binding only if placed in writing and



signed by each Party. (2) Modifications may be contingent upon any and all necessary approvals by USPS management's executive committee, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. (3) If such approvals are required, the modifications will not become effective until such time as all necessary approvals are obtained. (4) The USPS will notify the Contractholder of the date the modification becomes effective within thirty (30) days after receiving the approval of the entities that have oversight responsibility for the USPS. (5) The USPS shall have no obligation to notify the Contractholder of the status of the approval process or of potential fulfillment of the approval process.

**33. Mailability, Exportability, and Importability** (1) All items mailed under this Agreement must conform to the mailability requirements of the USPS as detailed in the IMM 130 and USPS Publication 52; all applicable United States laws and regulations, including export control and customs laws and regulations; and all applicable importation restrictions of the destination countries. For each item mailed under this Agreement, the Contractholder as Mailer is responsible for notifying the Contractholder as Mailer's Customers, and the Contractholder as Reseller is responsible for notifying the Contractholder as Reseller's Customers, of their responsibility for determining export and import requirements, obtaining any required licenses and permits, and ensuring that the recipient of the item is authorized by the laws of the United States, as well as destination countries to receive the item, and for the exportation and importation status of the products mailed under this Agreement as detailed in IMM 112. (2) The Contractholder is responsible for ensuring that no item mailed under this Agreement includes non-mailable dangerous goods. Internationally mailable dangerous goods include only certain biological substances, certain radioactive materials, and small lithium batteries packaged in the devices they are meant to operate, as described in greater detail in IMM 135. Hazardous materials listed within the Department of Transportation's regulations, including at 49 C.F.R. § 172.101, are known as dangerous goods that are prohibited from all international mail, as set forth in Exhibit 331 of USPS Publication 52. These substances and items are in addition to any prohibitions or restrictions on imports that may be found in the Individual Country Listings in the IMM. Penalties for knowingly mailing dangerous goods may include civil penalties pursuant to 39 U.S.C. § 3018 and criminal charges pursuant to 18 U.S.C. § 1716.

**34. Notices** (1) All notices or demands required by this Agreement shall be sufficient if delivered personally or mailed via Priority Mail Express to the following individuals: To the United States Postal Service: Managing Director, Global Business, United States Postal Service, 475 L'Enfant Plaza, SW Room 5012, Washington, DC 20260-4016; To the Contractholder: [REDACTED] or via e-mail to the United States Postal Service at: [icmusps@usps.gov](mailto:icmusps@usps.gov) and to the Contractholder at: [REDACTED] (2) The Contractholder hereby agrees to provide the USPS with updates to the contact information in Paragraph 1 of this Article.

**35. Preservation after Termination** of this Agreement shall be without prejudice to any rights, obligations, and liabilities of the Contractholder accrued up to and including the effective date of such termination. In the event of termination of the Agreement, the Contractholder shall be liable to make final settlement of all amounts owing as of the effective date of termination within three (3) months of written notice by the USPS of any deficiency or liability under this Agreement.

**36. Conditions Precedent** (1) The Parties acknowledge and understand that all obligations of the USPS under this Agreement, the prices for PME1 and PMI in Annex 1, the prices for CeP in Annex 2, the discounts for IPA and ISAL in Annex 3, the prices for FCPIS in Annex 4, and the Reseller prices for PME1, PMI, and FCPIS in Annexes 5-7 shall be contingent on the USPS receiving approvals from one or more internal and external bodies that have oversight responsibilities ("Conditions Precedent"). Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that the Agreement might not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the Postal Service to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party. (2) In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Contractholder prior to the Effective Date of the Agreement. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual; special; indirect; incidental; punitive; consequential; or any other damages, which shall include, but not be limited to damages for loss of business profits; business interruption; any other loss; and/or for costs incurred by either Party attributable to such non-approval such as attorney's fees.



**37. Confidentiality** The Contractholder acknowledges that as part of securing approval of this Agreement, and in other subsequent regulatory filings, the Agreement and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding. The Contractholder authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding. The Contractholder further understands that any unredacted portion of the Agreement or supporting information will be available on the Commission's public website, [www.prc.gov](http://www.prc.gov). In addition, the USPS may be required to file information in connection with this Agreement (including revenue, cost, or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report ("ACR") for the USPS fiscal year(s) in which this Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR201#, in which "201#" signifies the USPS fiscal year to which the ACR pertains. The Contractholder has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website, [www.prc.gov/Docs/63/63467/Order225.pdf](http://www.prc.gov/Docs/63/63467/Order225.pdf). At the request of the Contractholder, the USPS will notify the Contractholder of the docket number of the Commission proceeding to establish the prices in this instrument once assigned.

**38. Notice** The Contractholder acknowledges and understands that the USPS may review its product offerings during the term of this Agreement and that the USPS may modify existing product offerings during the term of this Agreement in a manner that could affect the Contractholder's ability to achieve the volume commitment in Articles 7 and 15.

**39. Counterparts** The Parties may execute this Agreement in one or more counterparts (including by facsimile or by electronic means such as .pdf format), not all Parties need be signatories to the same documents, and all counterpart-signed documents shall be deemed an original and one instrument.

**40. USPS Sales** Nothing in this Agreement prohibits the USPS from soliciting sales from the Mailer's Customers or Reseller's Customers.

**41. Intellectual Property, Co-Branding, and Licensing** The Contractholder is allowed the use of the following trademarks: Priority Mail Express International®, Priority Mail International®, First-Class Package International Service®, International Priority Airmail®, International Surface Air Lift®, Commercial ePacket®, M-Bag®, and the acronyms PMEI™, PMI™, FCPIS®, CeP®, IPA®, and ISAL® to indicate the USPS service offered. The Parties acknowledge that in the service of marketing the products under this Agreement that such product marketing may be enhanced through the use of co-branding or the use of each Party's trademarks, logos or intellectual property. In such instances, the Parties acknowledge and agree that any use shall be subject to separate written agreements. The Parties acknowledge and agree that neither Party shall use the other Party's trademarks, logos or intellectual property other than to refer to the trademark owner or the trademark owner's services until such time that a license for such use has been executed by the Parties and all laws and regulations required for such license's effectiveness have been perfected, which shall include, but not be limited to any recordation requirements.

**42. Warranties, Representations, and Covenants** The Contractholder warrants, represents, and covenants that to the Postal Service as follows: (1) the execution, delivery, and performance by the Contractholder of its obligations under the Agreement (a) are within the Contractholder's power and authority; (b) have been duly authorized; and (c) do not and will not contravene (i) any law or regulation binding on or affecting the Contractholder, (ii) any contractual restriction binding on the Contractholder, (iii) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on the Contractholder, or (iv) the organizational documents of the Contractholder; (2) the Contractholder is not subject to, and is not related to an entity that is subject to, a temporary or other denial of export privileges by BIS and that the Mailer is not listed on OFAC's Specially Designated Nationals List, OFAC's Foreign Sanctions Evaders List, BIS's Denied Persons List, or BIS's Entity List, or subject to active sanctions by the U.S. Department of State pursuant to Executive Order No. 13382, and that the Contractholder is not in arrears for any amount due to the USPS; (3) that the Contractholder is not aware of any pending investigations that would be subject to the notice obligation under Article 7, Paragraph 14(c) and Article 14, Paragraph 7(b); (4) that there has been no criminal, civil, or administration enforcement action in the past five (5) years against the Contractholder, any of its subsidiaries or affiliates, or any of its directors, officers, employees, or agents. (5) Each permit that the Contractholder as Mailer requests to use, or uses for Qualifying Mail under this Agreement is owned by (a) the Contractholder as Mailer or (b) a subsidiary of the Contractholder as Mailer for which the Contractholder as Mailer is the property owner; (6) the individual signing the Agreement on behalf of the Contractholder is a duly authorized officer of the Contractholder with the power and authority to enter into the Agreement on behalf of Contractholder; (7) the Contractholder shall comply with all applicable federal, state, and local laws, rules and regulations.



**43. Sovereign Acts** The USPS and the Contractholder acknowledge and agree that this Agreement is subject to any legislation that might be enacted by the Congress of the United States or any orders or regulations that might be promulgated by any executive authority, agency, branch, or independent establishment of the United States Government. The USPS and the Contractholder further acknowledge and agree that this Agreement in no way waives the USPS's authority to act in its sovereign capacity and that, pursuant to the sovereign acts doctrine, the USPS shall not be held liable for any acts performed in its sovereign capacity, or for any acts performed by any branch, agency or independent establishment of the United States in their sovereign capacities that may directly or indirectly affect the terms of this Agreement. In the event that either Party is required by legislation enacted by the Congress of the United States or any orders or regulations that might be promulgated by any branch, agency or independent establishment of the United States Government to terminate, or otherwise as a result of such action is unable to perform its obligations under this Agreement, either Party may give notice of termination pursuant to Article 21 of this Agreement, which termination shall be effective immediately or on the effective date of such requirement, whichever is later. The Parties agree that in the event that this Agreement is terminated, as set forth in the preceding two sentences, or in the event that either Party is enjoined from proceeding with this Agreement by any court of competent jurisdiction, such Party shall not be subject to any liability by reason of such termination or injunction. Further, the USPS will evaluate the impact on the Agreement of amendments to statutes affecting its ability to perform under this Agreement and may give notice of termination pursuant to Article 21 of this Agreement based upon such amendments, which termination shall be effective immediately or as determined by the USPS. To the extent of termination on this basis, the USPS shall not be subject to any liability by reason of such termination.

**44. Record Keeping and Audit** Contractholder shall prepare and maintain complete and accurate records, in accordance with good industry practice, to verify and document compliance with its obligations under this Agreement and substantiate any and all postage and penalties, and any related fees and expenses, payable by Contractholder hereunder, in furtherance of the audit requirement under Section 3654(c) of Title 39, United States Code, as well as compliance with export control laws. Contractholder will retain all such records in the ordinary course of its business for a period of at least five (5) years after expiration or termination of this Agreement. Contractholder shall respond to the USPS' or its designated auditor's quarterly and/or yearly transaction confirmations related to Postal Service transactions; and such other assistance as required by the Postal Service or its designated auditors in connection with Contractholder's performance under this Agreement.

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In witness whereof, this Agreement is deemed executed on the latter of the two dates accompanying the Parties' signatures.

**ON BEHALF OF THE UNITED STATES POSTAL SERVICE:**

Signature: Donald W. Ross

Name: Donald W Ross

Title: Director International Sales

Date: 4-18-2018

**ON BEHALF OF [REDACTED]:**

Signature: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Date: April 17, 2018

**CONTRACTHOLDER AS "MAILER" ANNEXES**

ANNEX 1 PRICES FOR PRIORITY MAIL EXPRESS INTERNATIONAL AND  
PRIORITY MAIL INTERNATIONAL TENDERED AT A USPS INTERNATIONAL  
SERVICE CENTER

ANNEX 2 PRICES FOR COMMERCIAL E-PACKET SERVICE

**Confidential**

USPS / [REDACTED] ; 03/2018

GP4 Agreement: Page 13 of 13

**ANNEX 1A**  
**PRICES IN UNITED STATES DOLLARS FOR**  
**CONTRACTHOLDER AS “MAILER” FOR**  
**PRIORITY MAIL EXPRESS INTERNATIONAL PRESORT DROPSHIPMENT**  
**AND PRIORITY MAIL INTERNATIONAL PRESORT DROPSHIPMENT**  
**TENDERED AT A USPS INTERNATIONAL SERVICE CENTER (“ISC”)**

ANNEX 3      PERCENTAGE DISCOUNTS FOR INTERNATIONAL PRIORITY AIRMAIL SERVICE AND  
INTERNATIONAL SURFACE AIR LIFT SERVICE

ANNEX 4      PRICES FOR FIRST CLASS PACKAGE INTERNATIONAL SERVICE TENDERED AT A  
USPS INTERNATIONAL SERVICE CENTER

**CONTRACTHOLDER AS “RESELLER” ANNEXES**

ANNEX 5      PRICES FOR PRIORITY MAIL EXPRESS INTERNATIONAL AND PRIORITY MAIL  
INTERNATIONAL TENDERED WITHIN SPECIFIC 3-DIGIT ZIP CODES

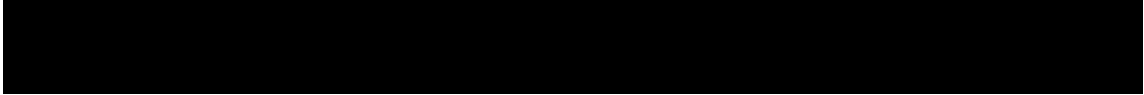
ANNEX 6      PRICES FOR PRIORITY MAIL EXPRESS INTERNATIONAL AND PRIORITY MAIL  
INTERNATIONAL TENDERED AT LOCATIONS OTHER THAN THOSE SPECIFIED IN  
ANNEX 1 AND ANNEX 5

ANNEX 7      PRICES FOR FIRST-CLASS PACKAGE INTERNATIONAL SERVICE

**ANNEX 1A**  
**PRICES IN UNITED STATES DOLLARS FOR**  
**CONTRACTHOLDER AS "MAILER" FOR**  
**PRIORITY MAIL EXPRESS INTERNATIONAL PRESORT DROPSHIPMENT**  
**AND PRIORITY MAIL INTERNATIONAL PRESORT DROPSHIPMENT**  
**TENDERED AT A USPS INTERNATIONAL SERVICE CENTER ("ISC")**

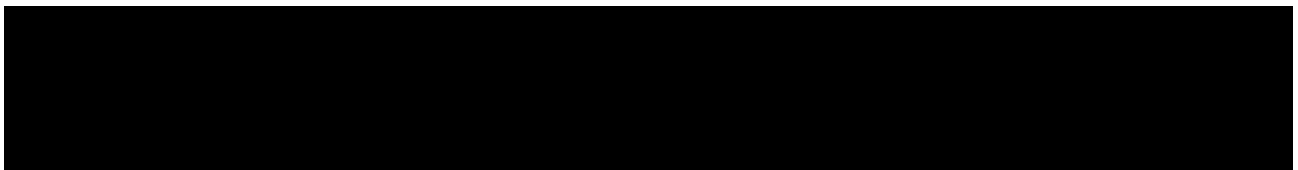
The postage prices for Priority Mail Express International ("PMEI") Qualifying Mail and Priority Mail International ("PMI") Qualifying Mail set forth in this Annex 1A are only available for PMEI Qualifying Mail and PMI Qualifying Mail that is presorted and that is:

1. paid for through a separate permit imprint using USPS-provided Global Shipping Software ("GSS") that is not used for any other type of mail than Qualifying Mail that meets the requirements set forth in this Agreement and Annex 1A;

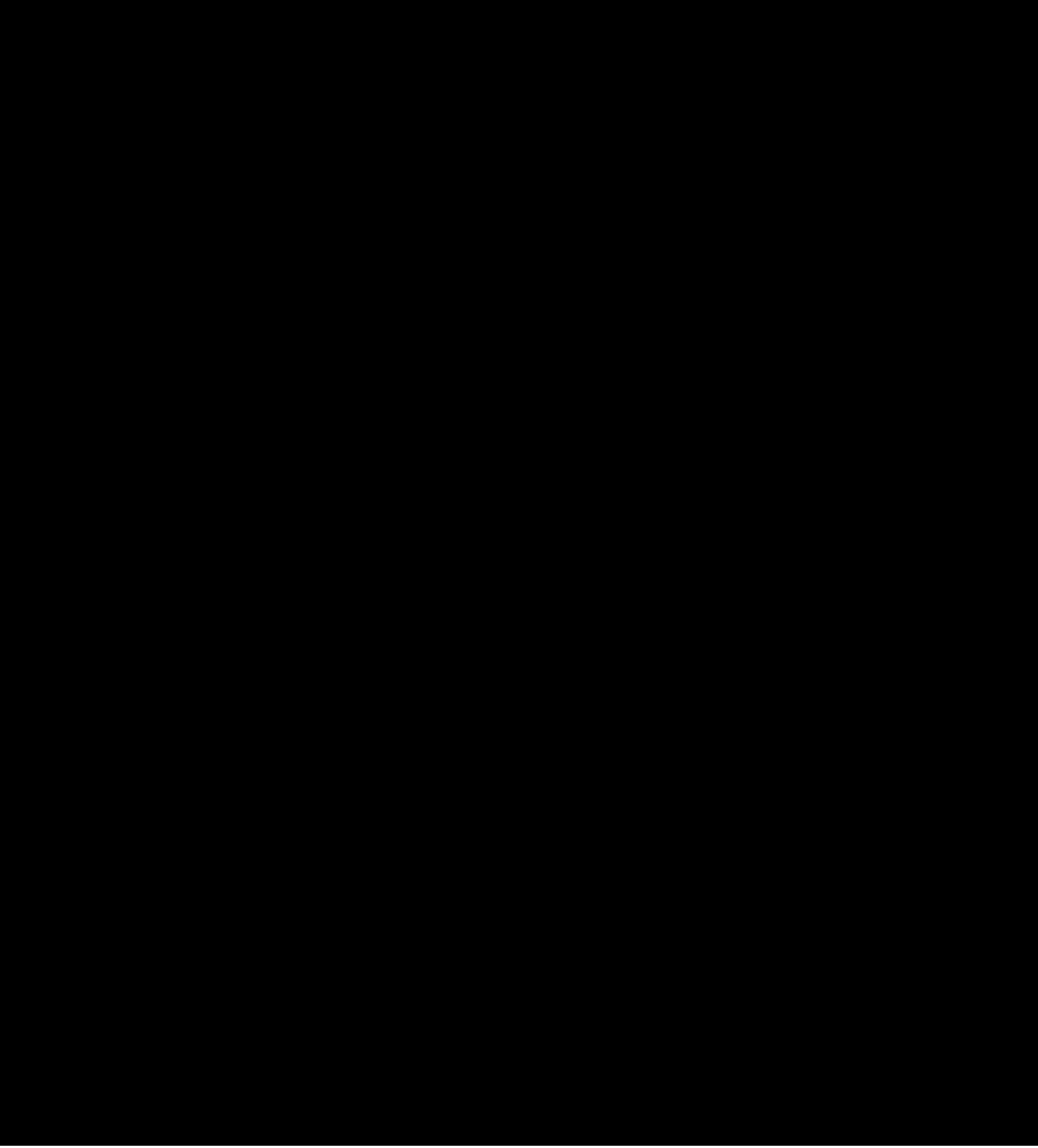
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3. tendered to the USPS at any of the following USPS International Service Center locations:

- JOHN F KENNEDY AIRPORT MAIL CENTER  
US POSTAL SERVICE  
JOHN F KENNEDY INTERNATIONAL AIRPORT BLDG 250  
JAMAICA NY 11430-9998
- JT WEEKER INTERNATIONAL SERVICE CENTER  
US POSTAL SERVICE  
11600 WEST IRVING PARK ROAD  
CHICAGO IL 60666-9998
- LOS ANGELES INTERNATIONAL SERVICE CENTER  
US POSTAL SERVICE  
5800 WEST CENTURY BLVD  
LOS ANGELES CA 90009-9998
- SAN FRANCISCO INTERNATIONAL SERVICE CENTER  
US POSTAL SERVICE  
660 WEST FIELD ROAD  
SAN FRANCISCO CA 94128-3161
- MIAMI INTERNATIONAL SERVICE CENTER  
US POSTAL SERVICE  
11698 NW 25TH ST  
MIAMI FL 33112-9997
- MIAMI PROCESSING AND DISTRIBUTION CTR  
U.S. POSTAL SERVICE  
2200 NW 72ND AVE  
MIAMI FL 33152-9997



**ANNEX 1A CHART 1**  
**PRICES IN UNITED STATES DOLLARS FOR CONTRACTHOLDER AS “MAILER” FOR**  
**PRIORITY MAIL EXPRESS INTERNATIONAL PRESORT DROPSHIPMENT TENDERED**  
**AT A USPS INTERNATIONAL SERVICE CENTER (“ISC”) FOR COUNTRY GROUPS 1 – 17**

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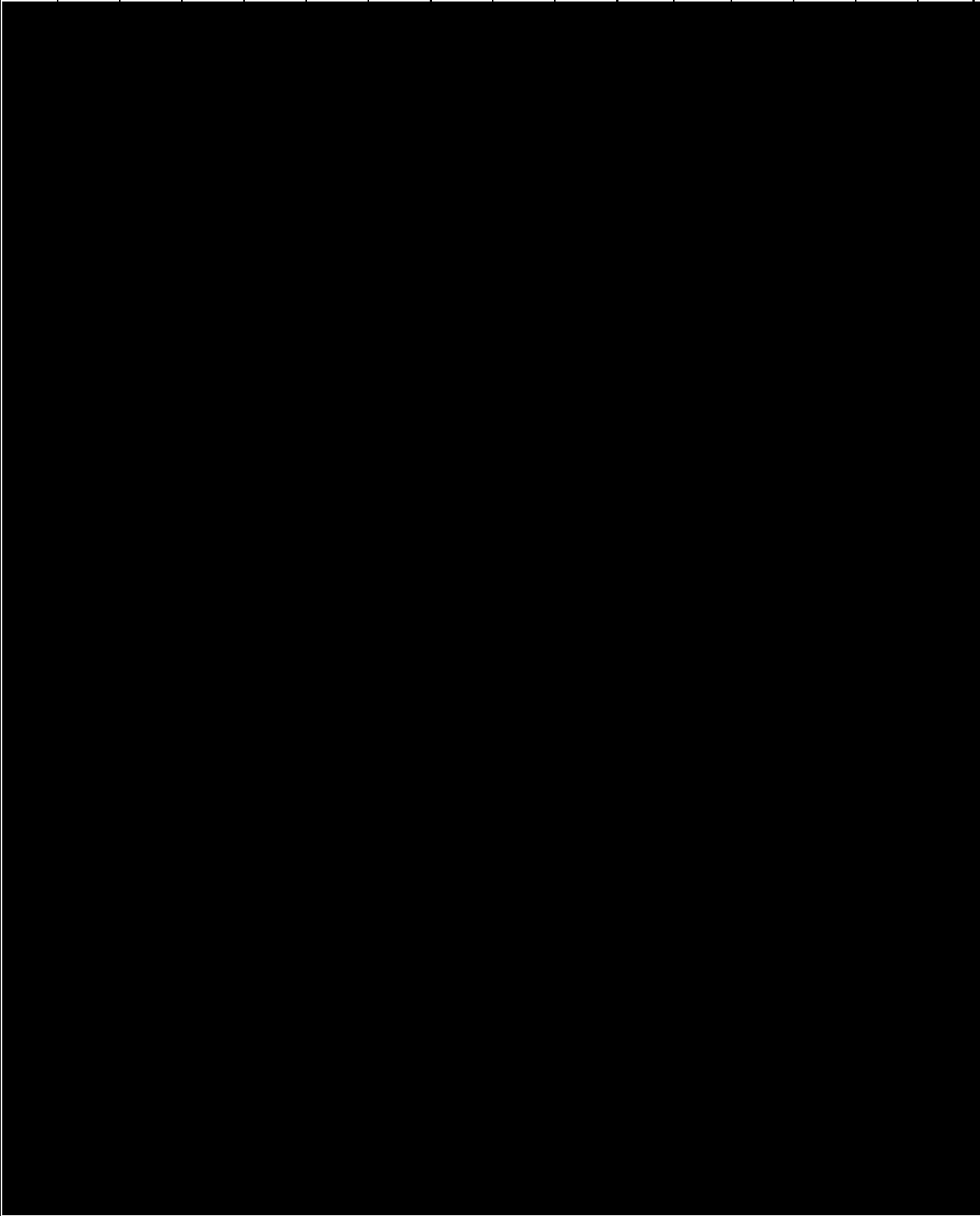
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**ANNEX 1A CHART 2**  
**PRICES IN UNITED STATES DOLLARS FOR CONTRACTHOLDER AS “MAILER” FOR**  
**PRIORITY MAIL INTERNATIONAL PRESORT DROPSHIPMENT TENDERED**  
**AT A USPS INTERNATIONAL SERVICE CENTER (“ISC”) FOR COUNTRY GROUP 1**

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**ANNEX 1A CHART 3**  
**PRICES IN UNITED STATES DOLLARS FOR CONTRACTHOLDER AS “MAILER” FOR**  
**PRIORITY MAIL INTERNATIONAL PRESORT DROPSHIPMENT TENDERED**  
**AT A USPS INTERNATIONAL SERVICE CENTER (“ISC”) FOR COUNTRY GROUPS 2-17**

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**ANNEX 1B**  
**PRICES IN UNITED STATES DOLLARS FOR CONTRACTHOLDER AS "MAILER" FOR**  
**PRIORITY MAIL EXPRESS INTERNATIONAL AND**  
**PRIORITY MAIL INTERNATIONAL**  
**TENDERED AT A USPS INTERNATIONAL SERVICE CENTER ("ISC")**

[REDACTED], shall be in accordance with the price charts in this Annex 1B if tendered to the USPS at any of the following USPS International Service Center locations:

JOHN F KENNEDY AIRPORT MAIL CENTER  
US POSTAL SERVICE  
JOHN F KENNEDY INTERNATIONAL AIRPORT BLDG 250  
JAMAICA NY 11430-9998

JT WEEKER INTERNATIONAL SERVICE CENTER  
US POSTAL SERVICE  
11600 WEST IRVING PARK ROAD  
CHICAGO IL 60666-9998

LOS ANGELES INTERNATIONAL SERVICE CENTER  
US POSTAL SERVICE  
5800 WEST CENTURY BLVD  
LOS ANGELES CA 90009-9998

SAN FRANCISCO INTERNATIONAL SERVICE CENTER  
US POSTAL SERVICE  
660 WEST FIELD ROAD  
SAN FRANCISCO CA 94128-3161

MIAMI INTERNATIONAL SERVICE CENTER  
US POSTAL SERVICE  
11698 NW 25TH ST  
MIAMI FL 33112-9997

MIAMI PROCESSING AND DISTRIBUTION CTR  
U.S. POSTAL SERVICE  
2200 NW 72ND AVE  
MIAMI FL 33152-9997

[REDACTED]

**ANNEX 1B CHART 1**  
**PRICES IN UNITED STATES DOLLARS FOR CONTRACTHOLDER AS “MAILER” FOR**  
**PRIORITY MAIL EXPRESS INTERNATIONAL TENDERED**  
**AT A USPS INTERNATIONAL SERVICE CENTER (“ISC”) FOR COUNTRY GROUPS 1-17**

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**ANNEX 1B CHART 2**  
**PRICES IN UNITED STATES DOLLARS FOR CONTRACTHOLDER AS “MAILER” FOR**  
**PRIORITY MAIL INTERNATIONAL TENDERED AT A USPS INTERNATIONAL SERVICE CENTER (“ISC”)**  
**FOR COUNTRY GROUP 1**

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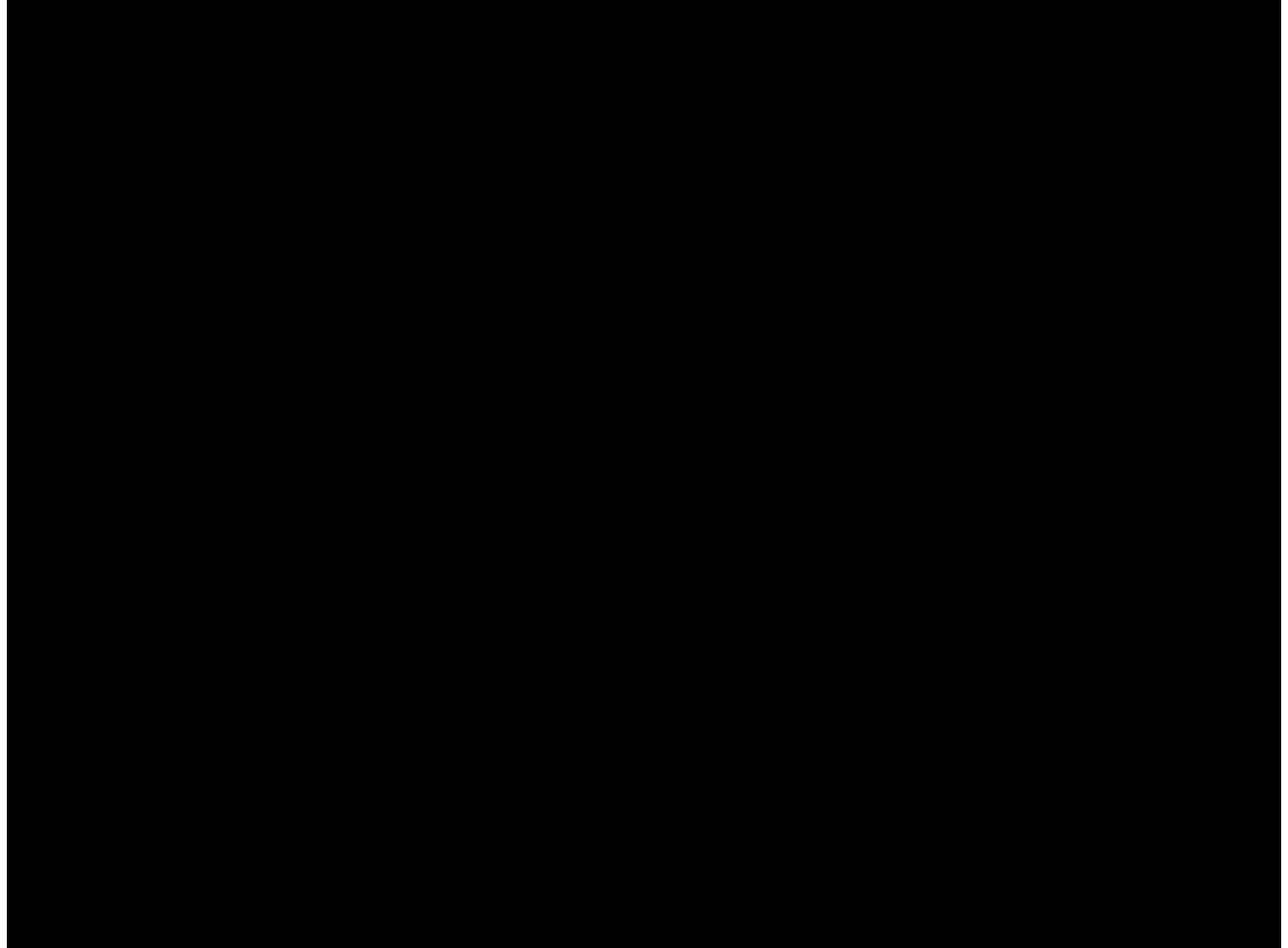
**ANNEX 1B CHART 3**  
**PRICES IN UNITED STATES DOLLARS FOR CONTRACTHOLDER AS “MAILER” FOR**  
**PRIORITY MAIL INTERNATIONAL TENDERED**  
**AT A USPS INTERNATIONAL SERVICE CENTER (“ISC”) FOR COUNTRY GROUPS 2-17**

Weight Not Over (LBS)	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
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**CONFIDENTIAL**

**ANNEX 2  
PRICES IN UNITED STATES DOLLARS FOR  
CONTRACTHOLDER AS "MAILER" FOR  
COMMERCIAL EPACKET SERVICE**



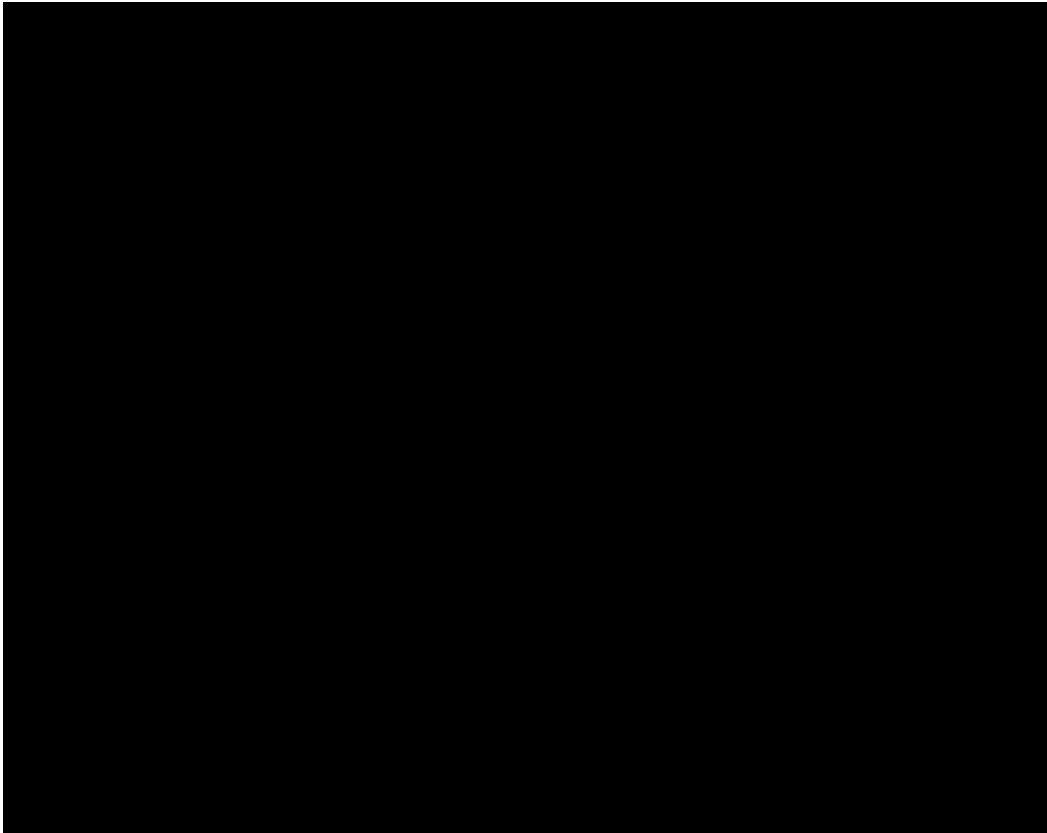
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GP4 Annex 2 Page 1 of 1

**ANNEX 3  
PERCENTAGE DISCOUNTS OFF OF THE PUBLISHED PRICES  
IN EFFECT ON THE DATE OF THE MAILING FOR  
CONTRACTHOLDER AS "MAILER" FOR  
INTERNATIONAL PRIORITY AIRMAIL SERVICE AND  
INTERNATIONAL SURFACE AIR LIFT SERVICE**



**ANNEX 4**  
**PRICES IN UNITED STATES DOLLARS FOR CONTRACTHOLDER AS "MAILER" FOR**  
**FIRST-CLASS PACKAGE INTERNATIONAL SERVICE**  
**PRESORTED AND TENDERED AT A USPS INTERNATIONAL SERVICE CENTER ("ISC")**

The postage prices for First-Class Package International Service (FCPIS) Qualifying Mail set forth in this Annex 4 are only available if the FCPIS Qualifying Mail is presorted and:

1. paid for through the use of a separate permit imprint using USPS-provided Global Shipping Software (GSS), which is not used for any type of mail other than Qualifying Mail that meets the requirements set forth in this Agreement;
2. [REDACTED]
3. [REDACTED]
4. tendered to the USPS at any of the following USPS International Service Center locations:
  - JOHN F KENNEDY AIRPORT MAIL CENTER  
US POSTAL SERVICE  
JOHN F KENNEDY INTERNATIONAL AIRPORT BLDG 250  
JAMAICA NY 11430-9998
  - JT WEEKER INTERNATIONAL SERVICE CENTER  
US POSTAL SERVICE  
11600 WEST IRVING PARK ROAD  
CHICAGO IL 60666-9998
  - LOS ANGELES INTERNATIONAL SERVICE CENTER  
US POSTAL SERVICE  
5800 WEST CENTURY BLVD  
LOS ANGELES CA 90009-9998
  - SAN FRANCISCO INTERNATIONAL SERVICE CENTER  
US POSTAL SERVICE  
660 WEST FIELD ROAD  
SAN FRANCISCO CA 94128-3161
  - MIAMI INTERNATIONAL SERVICE CENTER  
US POSTAL SERVICE  
11698 NW 25TH ST  
MIAMI FL 33112-9997

**ANNEX 4**  
**PRICES IN UNITED STATES DOLLARS FOR CONTRACTHOLDER AS “MAILER” FOR**  
**FIRST-CLASS PACKAGE INTERNATIONAL SERVICE**  
**PRESORTED AND TENDERED AT A USPS INTERNATIONAL SERVICE CENTER (“ISC”)**

Weight Not Over (Oz)	Price Group 1	Price Group 2	Price Group 3	Price Group 4	Price Group 5	Price Group 6	Price Group 7	Price Group 8	Price Group 9
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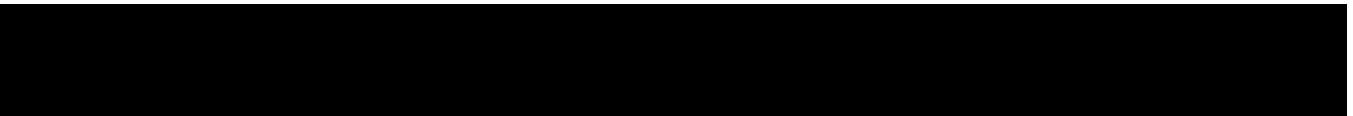
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**ANNEX 5  
PRICES IN UNITED STATES DOLLARS  
FOR CONTRACTHOLDER AS “RESELLER” FOR  
PRIORITY MAIL EXPRESS INTERNATIONAL AND  
PRIORITY MAIL INTERNATIONAL  
TENDERED WITHIN SPECIFIC 3-DIGIT ZIP CODE PREFIXES**

Postage prices for Priority Mail Express International and Priority Mail International tendered to the USPS within one of the following ZIP-Codes defined areas shall be in accordance with the price charts in this Annex 5.

1. 005, 010-043, 045, 048, 050-089, 100-149, 155, 157-159, 166-212, 214-239, 244, 254, 267-268, each of these ZIP Codes being within three hundred (300) miles of the USPS International Service Center in New York, NY.
2. 321, 327-342, 346-347, 349, each of these ZIP Codes being within three hundred (300) miles of the USPS International Service Center in Miami, FL.
3. 090-098, 430-438, 440-469, 478-509, 514, 520-528, 530-532, 534-535, 537-539, 541-545, 547-549, 600-620, 622-631, 633-639, 650-653, 962-966, each of these ZIP Codes being within three hundred (300) miles of the USPS International Service Center in Chicago, IL.
4. 864, 889-891, 900-908, 910-928, 930-936, each of these ZIP Codes being within three hundred (300) miles of the USPS International Service Center in Los Angeles, CA.
5. 894-895, 897, 937-961, 975, 976, each of these ZIP Codes being within three hundred (300) miles of the USPS International Service Center in San Francisco, CA.



**ANNEX 5 CHART 1**  
**PRICES IN UNITED STATES DOLLARS FOR CONTRACTHOLDER AS “RESELLER” FOR**  
**PRIORITY MAIL EXPRESS INTERNATIONAL**  
**TENDERED WITHIN SPECIFIC 3-DIGIT ZIP CODE PREFIXES FOR COUNTRY GROUPS 1-17**

Weight Not Over (LBS)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
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**ANNEX 5 CHART 2**  
**PRICES IN UNITED STATES DOLLARS FOR CONTRACTHOLDER AS “RESELLER” FOR**  
**PRIORITY MAIL INTERNATIONAL**  
**TENDERED WITHIN SPECIFIC 3-DIGIT ZIP CODE PREFIXES FOR COUNTRY GROUP 1**

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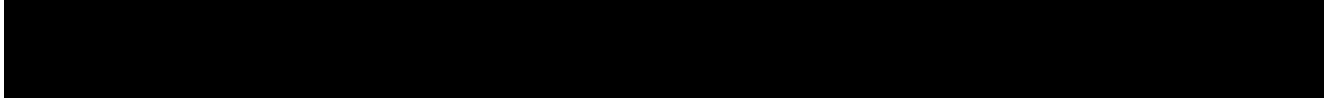
**ANNEX 5 CHART 3**  
**PRICES IN UNITED STATES DOLLARS FOR CONTRACTHOLDER AS “RESELLER” FOR**  
**PRIORITY MAIL INTERNATIONAL**  
**TENDERED WITHIN SPECIFIC 3-DIGIT ZIP CODE PREFIXES FOR COUNTRY GROUPS 2-17**

Weight Not Over (LBS)	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
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**ANNEX 6  
PRICES IN UNITED STATES DOLLARS FOR  
CONTRACTHOLDER AS "RESELLER" FOR  
PRIORITY MAIL EXPRESS INTERNATIONAL AND PRIORITY MAIL INTERNATIONAL  
TENDERED AT LOCATIONS OTHER THAN THOSE SPECIFIED IN ANNEX 1 OR ANNEX 5**

Postage prices for Priority Mail Express International and Priority Mail International tendered to the USPS within any location other than those listed in Annex 1 or Annex 5 shall be in accordance with the price charts listed in this Annex 6.







**ANNEX 6 – PRICE CHART 2**  
**PRICES IN UNITED STATES DOLLARS FOR CONTRACTHOLDER AS “RESELLER” FOR**  
**PRIORITY MAIL INTERNATIONAL TENDERED AT LOCATIONS**  
**OTHER THAN THOSE SPECIFIED IN ANNEX 1 OR ANNEX 5 FOR COUNTRY GROUP 1**

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**ANNEX 6 – PRICE CHART 3**  
**PRICES IN UNITED STATES DOLLARS FOR CONTRACTHOLDER AS “RESELLER” FOR**  
**PRIORITY MAIL INTERNATIONAL TENDERED AT LOCATIONS**  
**OTHER THAN THOSE SPECIFIED IN ANNEX 1 OR ANNEX 5 FOR COUNTRY GROUPS 2-17**

Weight Not Over (LBS)	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
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**ANNEX 7**  
**PRICES IN UNITED STATES DOLLARS FOR FIRST-CLASS PACKAGE INTERNATIONAL SERVICE**  
**FOR COUNTRY GROUPS 1-9**

Postage prices for First-Class Package International Service (FCPIS) Qualifying Mail tendered to the USPS as Reseller shall be in accordance with the price charts listed in this Annex 7.

Weight Not Over (Oz)	Price Group 1	Price Group 2	Price Group 3	Price Group 4	Price Group 5	Price Group 6	Price Group 7	Price Group 8	Price Group 9
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**Certification of Prices for the Global Plus 4 Contract with**  
[REDACTED]

I, Steven Phelps, Manager, Regulatory Reporting and Cost Analysis, Finance Department, United States Postal Service, am familiar with the prices for the Global Plus 4 Contract with [REDACTED]. The prices contained in this contract were established by the Decision of the Governors of the United States Postal Service on the Establishment of Prices and Classifications for Domestic Competitive Agreements, Outbound International Competitive Agreements, Inbound International Competitive Agreements, and Other Non-Published Competitive Rates, issued on March 22, 2011 (Governors' Decision No. 11-6), which established prices by means of price floor formulas.

I hereby certify that the numerical cost values underlying the prices in the [REDACTED] Contract are the appropriate costs to use in the formulas and represent the best available information. The prices, resulting in a cost coverage in excess of the minimum required by the Governors' Decision, are in compliance with 39 U.S.C § 3633 (a)(1), (2), and (3). The prices demonstrate that the Contract should cover its attributable costs and preclude the subsidization of competitive products by market dominant products. International competitive mail accounts for a relatively small percentage of the total contribution by all competitive products. Contribution from Global Plus 4 Contracts should be even smaller. The Agreement with [REDACTED] should not impair the ability of competitive products on the whole to cover an appropriate share of institutional costs.

**Steven  
Phelps**

Digitally signed by Steven Phelps  
DN: cn=Steven Phelps, o=Pricing  
and Costing, ou=Pricing,  
email=steven.r.phelps@usps.gov  
, c=US  
Date: 2018.05.03 4:04:04'00'

Steven Phelps



## **APPLICATION OF THE UNITED STATES POSTAL SERVICE FOR NON-PUBLIC TREATMENT OF MATERIALS**

In accordance with 39 C.F.R. § 3007.21, the United States Postal Service (Postal Service) hereby applies for non-public treatment of certain materials filed with the Commission in these dockets. The materials pertain to the establishment of prices and classifications not of general applicability for Global Plus 4 contracts.

The contract and supporting documents establishing compliance with 39 U.S.C. § 3633 and 39 C.F.R. § 3015.5 are being filed separately under seal with the Commission. Redacted copies of the related Governors' Decision, the certified statement required by 39 C.F.R. 3015.5(c)(2), and the contract are filed as Attachments 2, 4, and 5 to the Postal Service's Request and Notice, respectively. A redacted version of other financial documentation is filed publicly as a separate Microsoft Excel document.

The Postal Service hereby furnishes the justification required for this application by 39 C.F.R. § 3007.21(c) below.

### **(1) The rationale for claiming that the materials are non-public, including the specific statutory basis for the claim, and a statement justifying application of the provision(s);**

Information of a commercial nature, which under good business practice would not be publicly disclosed, as well as third party business information, is not required to be disclosed to the public. 39 U.S.C. § 410(c)(2); 5 U.S.C. § 552(b)(4). The Commission may determine the appropriate level of confidentiality to be afforded to such information after weighing the nature and extent of the likely commercial injury to the Postal Service against the public interest in maintaining the financial transparency of

a government establishment competing in commercial markets. 39 U.S.C. § 504(g)(3)(A).<sup>1</sup> Because the portions of materials filed non-publicly in this docket fall within the scope of information not required to be publicly disclosed, the Postal Service asks the Commission to support its determination that these materials are exempt from public disclosure and grant its application for their non-public treatment.

**(2) Identification, including name, phone number, and email address for any third-party who is known to have a proprietary interest in the materials, or if such an identification is sensitive, contact information for a Postal Service employee who shall provide notice to that third party;**

In the case of Global Plus 4 contracts, the Postal Service believes that the third parties with a proprietary interest in the materials would be the counterparty to the contract, the PC Postage Provider(s) if the contract allows for and the customer intends to use a PC Postage Provider, and foreign postal operators.

The Postal Service maintains that customer identifying information should be withheld from public disclosure. Therefore, rather than identifying the customer and the PC Postage Provider (if applicable) for the contract that is the subject of this docket, the Postal Service gives notice that it has already informed the customer and the PC Postage Provider (if applicable) that have a proprietary interest in the materials for the contract that is the subject of this docket of the nature and scope of these dockets and their ability to address their confidentiality concerns directly with the Commission.<sup>2</sup>

The Postal Service employee responsible for providing notice to any third parties with proprietary interest in the materials filed in these dockets is Ms. Amy Douvlos,

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<sup>1</sup> The Commission has indicated that “likely commercial injury” should be construed broadly to encompass other types of injury, such as harms to privacy, deliberative process, or law enforcement interests. PRC Order No. 194, Second Notice of Proposed Rulemaking to Establish a Procedure for According Appropriate Confidentiality, Docket No. RM2008-1, Mar. 20, 2009, at 11.

<sup>2</sup> The Postal Service has provided a blanket notice to PC Postage Providers in light of the fact that these filings are fairly routine. To the extent required, the Postal Service seeks a waiver from having to provide each PC Postage Provider notice of this docket.

Marketing Specialist, Global Business, United States Postal Service, 475 L'Enfant Plaza, SW, Room 5427, Washington, DC 20260-4017, whose email address is Amy.E.Douvlos@usps.gov, and whose telephone number is 202-268-3777..

As for foreign postal operators, the Postal Service provided notice to all foreign postal operators within the Universal Postal Union network through an International Bureau Circular issued on December 18, 2017, that the Postal Service will be regularly submitting certain business information to the Commission. Some UPU-designated foreign postal operators may have a proprietary interest in such information. The circular includes information on how third parties may address any confidentiality concerns with the Commission. In addition, contact information for all UPU Designated Operators is available at the following link, which is incorporated by reference into the instant application: [http://pls.upu.int/pls/ap/addr\\_public.display\\_addr?p\\_language=AN](http://pls.upu.int/pls/ap/addr_public.display_addr?p_language=AN).<sup>3</sup>

**(3) A description of the materials claimed to be non-public in a manner that, without revealing the materials at issue, would allow a person to thoroughly evaluate the basis for the claim that they are non-public;**

In connection with its Notice filed in this docket, the Postal Service included redacted copies of Governors' Decision No. 11-6 (Attachment 2), the Global Plus 4 contract that is the subject of Docket No. CP2018-216 (Attachment 4), the certified statement concerning the Global Plus 4 contract that is the subject of Docket No. CP2018-216 (Attachment 5), and related financial information. These materials were filed under seal, with redacted copies filed publicly. The Postal Service maintains that

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<sup>3</sup> To the extent required, the Postal Service seeks a waiver from having to provide each foreign postal operator notice of this docket. It is impractical to communicate with dozens of operators in multiple languages about this matter. Moreover, the volume of contracts would overwhelm both the Postal Service and the applicable foreign postal operators with boilerplate notices.

the redacted portions of the contract, related financial information, and identifying information concerning the customer should remain confidential.

Redactions appear on page two of Governors' Decision No. 11-6, pages one and two of Attachment A of that Decision, throughout the Global Plus 4 contract that is the subject of Docket No. CP2018-216, and the certified statement concerning the Global Plus 4 contract that is the subject of Docket No. CP2018-216. These redactions protect sensitive commercial information concerning rates in Global Plus 4 Contracts and their formulation, the applicable cost-coverage, and the specific rates in the Global Plus 4 contract that is the subject of Docket No. CP2018-216.

With regard to the Global Plus 4 contract included as Attachment 4, some customer identifying information appears in the redacted sections of the agreement on page 1, in Article 34 concerning notices, in the signature block, and in the footer of the agreement and its annexes. This information constitutes the name or address of a postal patron whose identifying information may be withheld from mandatory public disclosure by virtue of 39 U.S.C. § 504(g)(1) and 39 U.S.C. § 410(c)(2). Therefore, such information is redacted.

The redactions to Article 1, 2, 3, 4, 6, 7, 8, 9, 10, 14, 15, 21, 22, 31, and 34 protect information with specific impact on the customer, including certain definitions and the identity of a foreign postal operator, as well as negotiated contract terms, such as the minimum revenue commitment agreed to by the customer, various penalties, and the percentage of cost increases that may trigger a consequential price increase.

The redactions made in the Annexes of the contracts, other than those involving the customer's name, withhold the actual prices that are being offered to the customers



in exchange for commitments and performance of their obligations under the terms of the agreement.

The redactions applied to the Governors' Decision and financial workpapers protect commercially sensitive information such as underlying costs and assumptions, pricing formulas, information relevant to the mailing profile of the customer, business information of interested third parties, and cost coverage projections. To the extent practicable, the Postal Service has limited its redactions in the workpapers to the actual information it has determined to be exempt from disclosure under 5 U.S.C. § 552(b). However, in a limited number of cases, narrative passages, such as words or numbers in text, were replaced with general terms describing the redacted material. For example, where the mailer's name appears in the spreadsheet within a cell, it has been replaced by the word "Mailer."

To the extent that the Postal Service files data in future filings that will show the actual revenue and cost coverage of the customer's completed contract, the Postal Service will redact in its public filing all of the values included that are commercially sensitive information and will also protect any customer identifying information from disclosure.

**(4) Particular identification of the nature and extent of commercial harm alleged and the likelihood of such harm;**

Governors' Decision No. 11-6 and its Attachment A, as well as Attachments 4 and 5 and the accompanying financial models, include the Postal Service's desired cost coverage for Global Plus 4 agreements, specific rate information and a detailed description of the methodology used to establish the rates, which are highly confidential in the business world.

If the portions of the contract that the Postal Service determined to be protected from disclosure due to their commercially sensitive nature were to be disclosed publicly, the Postal Service considers that it is quite likely that it would suffer commercial harm. First, revealing customer identifying information would enable competitors to focus marketing efforts on current postal customers that have been cultivated through the efforts and resources of the Postal Service. The Postal Service considers that it is highly probable that if this information were made public, its competitors would take immediate advantage of it. The Global Plus 4 competitive contracts include a provision allowing the mailer to terminate its contract without cause by providing at least 30 days' notice. Therefore, there is a substantial likelihood of the Postal Service losing customers to a competitor that targets customers of the Postal Service with lower pricing.

Other redacted information in the contract includes negotiated contract terms, such as certain definitions, the minimum revenue commitment agreed to by the customer, various penalties, sensitive business information including payment processes and mail preparation requirements, and the cost increase that may trigger a consequential price increase. This information is commercially sensitive, and the Postal Service does not believe that it would be disclosed under good business practices. Competitors could use the information to assess offers made by the Postal Service to its customers for any possible comparative vulnerabilities and focus sales and marketing efforts on those areas, to the detriment of the Postal Service. Additionally, other potential customers could use the information to their advantage in negotiating the terms of their own agreements with the Postal Service. The Postal Service considers

these to be highly probable outcomes that would result from public disclosure of the redacted material.

The Governors' Decision and financial workpapers filed with this notice include specific information such as costs, assumptions used in pricing formulas, the formulas themselves, mailer profile information, projections of variables, contingency rates included to account for market fluctuations and the exchange risks. Similar information may be included in the cost, volume and revenue data associated with this Global Plus 4 agreement, which the Commission may require the Postal Service to file after the expiration of this agreement. All of this information is highly confidential in the business world. If this information were made public, the Postal Service's competitors would have the advantage of being able to determine the absolute floor for Postal Service pricing. Unlike its competitors, the Postal Service is required to demonstrate that each negotiated agreement within this group covers its attributable costs. Furthermore, the Postal Service's Governors have required that each contract be submitted to the Commission with a notice that complies with 39 U.S.C. § 3632(b)(3).<sup>4</sup> Competitors could take advantage of the information to offer lower pricing to Global Plus 4 customer, while subsidizing any losses with profits from other customers. Eventually, this could freeze the Postal Service out of the relevant delivery services markets. Given that these spreadsheets are filed in their native format, the Postal Service's assessment is that the likelihood that the information would be used in this way is great.

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<sup>4</sup> Decision of the Governors of the United States Postal Service on the Establishment of Prices and Classifications for Domestic Competitive Agreements, Outbound International Competitive Agreements, Inbound International Competitive Agreements, and Other Non-Published Competitive Rates (Governors' Decision No. 11-6), March 22, 2011, at 2.

Potential customers could also deduce from the rates provided in the contract, from the information in the workpapers, or from the cost, volume and revenue data that the Commission may require the Postal Service to file after the agreement's expiration, whether additional margin for net profit exists between the contract and the contribution that Global Plus 4 contracts must make. From this information, each customer could attempt to negotiate ever-increasing incentives, such that the Postal Service's ability to negotiate competitive yet financially sound rates would be compromised. Even a customer involved in this filing could use the information in the workpapers, or the cost, volume and revenue data associated with the expired agreement, in an attempt to renegotiate its own rates, threatening to terminate its current agreement, although the Postal Service considers this to be less likely than the risks previously identified.

Price information in the contract, the Governors' Decision, the financial spreadsheets, and any cost, volume and revenue data concerning the contract filed after the agreement's expiration consists of sensitive commercial information of the customer. Disclosure of such information could be used by competitors of the customer to assess the customer's underlying costs, and thereby develop a benchmark for the development of a competitive alternative.

Information in the financial spreadsheets and any cost, volume and revenue data concerning this agreement filed after the expiration of this contract also consists of sensitive commercial information related to agreements between the Postal Service and interested third parties. Such information would be extremely valuable to competitors of both the Postal Service and third parties. Using detailed information about such agreements, competitors would be able to better understand the counterparty's



underlying costs, and identify areas where they could adapt their own operations to be more competitive. In addition, competitors of the counterparty could use such information to their advantage in negotiating the terms of their own agreements with the Postal Service. Also, competitors of foreign postal operators could use the information in the financial spreadsheets to understand their nonpublished pricing to better compete against them.

Information in the financial models may also include sensitive commercial information related to agreements between the Postal Service and PC Postage Providers. Such information would be extremely valuable to competitors of both the Postal Service and the PC Postage Providers. Using detailed information about such an agreement, competitors would be able to better understand the costs of the postage programs used, and identify areas where they could adapt their own operations to be more competitive. In addition, competitors of the PC Postage Providers could use such information to their advantage in negotiating the terms of their own agreements with the Postal Service.

**(5) At least one specific hypothetical, illustrative example of each alleged harm;**

Identified harm: Revealing customer identifying information would enable competitors to target the customers for sales and marketing purposes.

Hypothetical: The identity of the customer that signed a Global Plus 4 contract is revealed to the public. Another delivery service has an employee monitoring the filing of Global Plus 4 contracts and passing along the information to its sales function. The competitor's sales representatives could quickly contact the Postal Service's customer

and offer the customer lower rates or other incentives to terminate its contract with the USPS in favor of using the competitor's services.

Identified harm: Public disclosure of negotiated terms of the agreement could be used by competitors and potential customers to the Postal Service's detriment.

Hypothetical: Customer A signs a Global Plus 4 contract that is filed with the Postal Regulatory Commission. At the same time, Customer B is considering signing a similar Global Plus 4 contract and has no real concern about the penalty provision, which calls for Customer B to pay up to \$10,000 in penalty if it fails to meet its minimum volume commitment before termination of the agreement. The information about Customer A's penalty is made public. Customer A's agreement calls for a \$5,000 maximum payment as penalty. Customer B sees the information. Customer B now insists that it will not agree to be obligated to pay any more than Customer A was obligated to pay, diminishing the Postal Service's bargaining leverage. The same rationale applies to commitment levels and price adjustment terms.

Identified harm: Public disclosure of pricing in the agreement would provide potential customers extraordinary negotiating power to extract lower rates.

Hypothetical: Customer A's negotiated rates are disclosed publicly on the Postal Regulatory Commission's website. Customer B sees the rates and determines that there may be some additional profit margin between the rates provided to Customer A and the statutory cost coverage that the Postal Service must produce in order for the

agreement to be added to the competitive products list. Customer B, which was offered rates identical to those published in Customer A's agreement, then uses the publicly available rate information to insist that Customer B must receive lower rates than those the Postal Service has offered it, or Customer B will not use the Postal Service for its international delivery needs.

Alternatively, Customer B attempts to extract lower rates only for those destinations for which it believes that the Postal Service is the low-cost provider among all service providers. The Postal Service may agree to this demand in order to keep the customer's business overall, which the Postal Service believes will still satisfy total cost coverage for the agreement. Then, the customer uses providers other than the Postal Service for destinations for which the customer did not extract lower rates. This impacts the Postal Service's overall projected cost coverage for the agreement, such that the Postal Service no longer meets its cost coverage requirement. Although the Postal Service could terminate the contract when the Postal Service first recognizes that the customer's practice and projected profile are at variance, the costs associated with establishing the contract, including filing it with the Postal Regulatory Commission, would be sunk costs that would have a negative impact on the Global Plus 4 product overall.

Identified harm: Public disclosure of information in the financial workpapers would be used by competitors and customers to the detriment of the Postal Service and foreign postal operators.

Hypothetical: A competing delivery service obtains a copy of the unredacted version of the financial workpapers from the Postal Regulatory Commission's website. The competing delivery service analyzes the workpapers to determine what the Postal Service would have to charge its customers in order to meet the Postal Service's minimum statutory obligations for cost coverage and contribution to institutional costs. The competing delivery service then sets its own rates for products similar to what the Postal Service offers its Global Plus 4 customers under that threshold and markets its ability to guarantee to beat the Postal Service on price for international delivery services. By sustaining this below-market strategy for a relatively short period of time, the competitor, or all of the Postal Service's competitors acting in a likewise fashion, would freeze the Postal Service and associated foreign postal operators out of the business-to-business and business-to-customer delivery services markets for which the Global Plus 4 product is designed.

Identified harm: Public disclosure of information in the contract and financial workpapers would be used by the counterparty's and its customer's competitors to its detriment.

Hypothetical: A firm competing with the customer obtains a copy of the unredacted version of the contract and financial workpapers from the Postal Regulatory Commission's website. The competitor analyzes the prices and the workpapers to assess the customer's underlying costs, volumes, and volume distribution for the corresponding delivery products. The competitor uses that information to (i) conduct market intelligence on the customer's business practices, and (ii) develop lower-cost alternatives using the customer's costs as a baseline.



Identified harm: Public disclosure of information in the contract and financial workpapers would be used by the competitors of the third party to the detriment of the Postal Service and/or the counterparty to the agreement.

Hypothetical: A firm competing with the interested third party obtains a copy of the unredacted version of the contract and financial workpapers from the Commission's website. The firm uses the information to assess the third party's revenue sources and growth opportunities, and thereby develop benchmarks for competitive alternatives. In addition, disclosure of such information could provide leverage to other parties in their negotiations with the Postal Service concerning financial arrangements that they may make with the Postal Service in the future.

Identified harm: Public disclosure of any cost, volume and revenue data concerning this agreement that the Commission may require the Postal Service to file after the contract's expiration would give competitors a marketing advantage.

Hypothetical: A competitor could use any cost, volume and revenue data associated with this agreement, which the Commission may require the Postal Service to file in this docket after this agreement's expiration, to "qualify" potential customers. The competitor might focus its marketing efforts only on customers that have a certain mailing profile, and use information filed after the contract's expiration to determine whether a customer met that profile.

Identified harm: Public disclosure of information in a Global Plus 4 contract that includes postage payment through a PC Postage Provider, and of information in related financial workpapers, would be used by the competitors of the PC Postage Provider to the Postal Service and/or the PC Postage Provider's detriment.

Hypothetical: A firm competing with the customer's PC Postage Provider obtains a copy of the unredacted version of a Global Plus 4 contract that includes postage payment through a PC Postage Provider, and financial workpapers, from the Commission's website. The firm uses the information to assess the PC Postage Provider's revenue sources and growth opportunities, and thereby develop benchmarks for competitive alternatives. In addition, disclosure of such information could provide leverage to other PC Postage Providers in their negotiations with the Postal Service concerning financial arrangements that PC Postage Providers make with the Postal Service in the future.

**(6) The extent of protection from public disclosure deemed to be necessary;**

The Postal Service maintains that the redacted portions of the materials filed non-publicly should be withheld from persons involved in competitive decision-making in the relevant delivery services markets, as well as their consultants and attorneys.

Additionally, the Postal Service believes that actual or potential customers of the Postal Service for this or similar products should not be provided access to the non-public materials. This includes all competitors of the relevant customer, whether or not they are currently actual Postal Service customers.

**(7) The length of time deemed necessary for the non-public materials to be protected from public disclosure with justification thereof; and**

The Commission's regulations provide that non-public materials shall lose non-public status ten years after the date of filing with the Commission, unless the Commission or its authorized representative enters an order extending the duration of that status. 39 C.F.R. § 3007.30.

**(8) Any other factors or reasons relevant to support the application.**

None.

***Conclusion***

For the reasons discussed, the Postal Service asks that the Commission grant its application for non-public treatment of the identified materials.